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## CURRENT TOPICS.

THE FOLLOWING are the members of the Select Committee upon the Land Transfer Bill, 1895:—Sir R. T. REID (Attorney-General), Mr. T. H. BOLTON, Mr. JOHN E. ELLIS, Viscount FOLKESTONE, Mr. H. D. GREENE, Q.C., Mr. R. B. HALDANE, Q.C., Mr. G. LAMBERT, Col. C. W. LONG, Rt. Hon. C. SHALE-HAYNE, Hon. W. F. D. SMITH, Mr. W. E. M. TOMLINSON, Mr. J. TULLY, Mr. C. M. WARMINGTON, Q.C., Mr. T. WAYMAX, Mr. W. WICKHAM. Up to Thursday we were not able to ascertain that any date had been fixed for the committee to commence hearing evidence.

DURING THE course of next week Mr. Justice KEKEWICH will have exhausted his list of witness actions, with the exception of a few which stand over until next sittings. Nothing can exceed the determination which this learned judge has shown to dispose of his witness actions.

SATURDAY, the 25th inst., being the day appointed for celebrating the Queen's birthday, it may be presumed that the courts will not sit on that day, although the circumstance will take away the work of one of the few remaining days of the present sittings.

MR. JUSTICE KEKEWICH announced on Tuesday that he would on Thursday hear motions in actions assigned to Mr. Justice STIRLING, who then expected to be absent from illness. Early on Wednesday, however, an intimation was received that this arrangement would be unnecessary, as the learned judge hoped to attend on Thursday, which he was happily able to do.

THE LEARNED JUDGE who presides in the new Commercial Court is, very properly, desirous that the benefits offered by that institution should become widely known among the mercantile classes; and, with a view to this, he takes care to announce from time to time the rate of speed attained in the decision of cases. Thus, a few days ago, before delivering judgment in a case, he stated that the dispute in the matter had first arisen "towards the end of March this year. On the 18th of April the writ was issued. A few days after the parties came before me, and an order was made to transfer the case into the Commercial List. It was ordered to be tried on the 7th of May,

less than six weeks after the dispute arose, and three weeks after the writ. I mention these facts in order once more that litigants may be assured that, if they want a prompt and inexpensive settlement of their disputes, the procedure of the courts admits of that course being taken. Litigants may, of course, if they so choose, have delay and expensive proceedings; but that is not the fault of our procedure."

IT IS NOT to be expected that the serene atmosphere of the House of Lords should allow of any forcible expression of indignation, but the Law Lords seem to have come as near as possible to this state of feeling in giving their opinions this week in *Mackenzie v. Mackenzie*, a suit in which a husband sought to obtain a divorce from his wife according to the Scotch law on the ground that she had deserted him without reasonable cause for the space of four years. The remedy of divorce in such a case is given by an Act of the Scotch Parliament of 1573, and under the Act it was formerly necessary for the injured spouse first to bring an action of adherence—that is, for restitution of conjugal rights—and upon the decree in this being disobeyed, to obtain sentence of excommunication from the ecclesiastical authorities. These preliminaries, however, were abolished by the Conjugal Rights Act, 1861, and the husband or wife, as the case may be, gets relief at once in the suit for divorce grounded on the desertion. But it is necessary that the applicant should be in a position to succeed in an action of adherence, and in the present case the House of Lords, affirming the decision of the Scotch courts, have held that Mr. MACKENZIE, so far from satisfying this requirement, had been guilty of conduct which fully justified his wife in leaving him. He appears to have been resolved at any cost to assert his own supremacy in his own home, and when his wife, stung by his harshness, applied to him an epithet he deserved, he intimated his intention on any recurrence of the offence to place her under lock and key. The head and front of her offending was failure in due submission to him. His means of coercion was to enforce a separation between her and her six months' old child at a time when she was in a state of great weakness and depression. Later on the child was taken from her by himself and his mother, the Dowager Lady MACKENZIE, under circumstances of disgraceful violence. This is but a slight outline of the facts which were recapitulated in detail by the Lord Chancellor, Lord WATSON, and Lord ASHBURNE; Lord MACNAGHTEN and Lord MORRIS also concurring in the judgment of the House. How far a man may torture his wife without being guilty of *sevitia* towards her depends in Scotch law, said Lord WATSON, on the endurance of the victim. Here the mental torture was probably sufficiently connected with Mrs. MACKENZIE's illness to shew that her husband had overstepped the mark, but there was also her well-grounded fear of physical detention and the actual violence. She would have had a good defence to an action of adherence; indeed, she could have obtained a decree for judicial separation; and his claim to a divorce on the ground of desertion was clearly doomed to failure.

THE CASE just referred to is interesting also for a statement incidentally made by the Lord Chancellor on the subject of costs. It is the custom in Scotland for the costs of a wife, when payable by her husband, to be taxed as between agent and client, and before the question was put to the House in *Mackenzie v. Mackenzie*, an application was made on behalf of the wife that the order of the House should contain an express direction to this effect with respect to the costs of the appeal. A precedent for such a direction was quoted, and the husband's objection met with no sympathy. Clearly it was a case in which he ought to bear all the costs of his wife reasonably incurred. But in the course of the discussion Lord HERSCHELL took occasion to remark that the more often costs were given as between agent and client—that is, in this country, as between solicitor and client—the more satisfactory the law appeared to him to be. To the same effect was the resolution of the Council of Judges in 1892: "The costs allowed in litigious matters shall be all those which have been reasonably incurred by the client." Probably no one will deny the soundness of this opinion. There has long been practical

agreement that a judgment which carries costs should be within reasonable limits an indemnity against the costs of litigation. Perhaps the Lord Chancellor, now that he has expressed his view so clearly in the House of Lords, may see his way to initiating legislation which shall give effect to it. This would remove one of the chief practical objections to our present system of judicature.

THE PECULIAR system on which the London, Chatham, and Dover Railway Co. have hitherto made up the amount of their first-class fare from London to Calais has not stood the test of investigation before MATHEW, J., in the action brought against them by Mr. C. N. NICHOLSON. The ordinary first-class fare which the company are entitled to charge is at the rate of 3d. a mile. Few companies at the present time make such a charge, but that is a question of policy, not of the law. The distance from London to Dover is seventy-nine miles, and the fare works out, therefore, at 19s. 9d. To this must be added the sum of 2s. 5d. for harbour dues at Dover, and 8s. for the voyage to Calais. The total is £1 10s. 2d., and this, it has now been decided, is the correct fare. But the company have been charging £1 13s. 6d., an excess of 3s. 4d. on each ticket. Of this amount 1s. 3d. has been charged in respect of the journey over two short pieces of line—one at Victoria and the other in Mid-Kent. Under the original Acts the first-class fare on each of these sections might be 1s. for any distance over two miles, and the company have relied upon the continuance down to the present time of the provisions authorizing this charge. But by the London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860 (23 & 24 Vict. c. clxxvii.), which authorized the completion of the Chatham and Dover system, provision was apparently made for a uniform charge for through traffic. The company contended that this enactment did not touch the earlier special charges. The correctness of the contention depends on the words of the section, and on an investigation of the previous Acts recited or mentioned in the Act of 1860. But MATHEW, J., has decided in accordance with what seems to be the plain meaning of the section, and in accordance, too, with what was probably the design of the Legislature. Nothing is more likely than that, in authorizing the completion of the system and making through traffic possible, a uniform mileage should be insisted upon in lieu of special charges suitable only for isolated sections of railway. A further charge of 2s. 1d. has been exacted in respect of the use of the Admiralty line on the pier at Dover, for which the company have to pay £1,100 a year, and for the transfer of luggage from the railway to the steamboat, but in neither case did MATHEW, J., see that there was any "special service" for which the company could make an extra charge under section 111 of the Act of 1860. These two sums of 1s. 3d. and 2s. 1d. make the 3s. 4d. which Mr. NICHOLSON has succeeded in knocking off the fare. His own claim is for four times this sum in respect of four separate tickets, a small enough matter on which to risk a struggle with a powerful corporation, and he and his advisers deserve the gratitude of all persons using the line. Possibly the defeat the company have sustained may cause them to reconsider the policy of exacting the uttermost farthing from their first-class passengers, and at the same time leaving the passengers as little option as possible by the badness of the third-class service.

MR. THOMAS HORT, the librarian of the Probate Library, has issued, in the shape of a pamphlet, an interesting history of the establishment and singular vicissitudes of that institution. It seems to have been founded in or about 1831 by subscriptions of judges and members of the Chancery bar, the first name in the list being that of "H. BROUGHAM." The cause for its formation is stated to have been the inconvenience felt, when the Court of Chancery resumed its sittings at Westminster, from the want of a good library. In 1834 there occurred the first crisis in the affairs of the institution. The books were materially damaged by the fire which destroyed the Houses of Parliament, and were subsequently deposited in a fire-proof, but not waterproof, cellar, where they became saturated with water. They were



restored from this condition at a heavy cost, of which the greater portion was borne by Sir EDWARD SUGDEN; and then a committee and officers were appointed to manage the library and obtain annual subscriptions for its maintenance, such subscriptions being fixed at two guineas for King's Counsel and one guinea for "other gentlemen," and for many years the institution flourished. But in 1833, when the ordinary sittings of the Courts of Chancery at Westminster were discontinued, the second crisis occurred: a large number of the old subscribers fell off. They were, however, replaced to some extent by new subscribers from the common law bar, and when, in 1858, the new Probate and Divorce Court was established and took possession of the Lord Chancellor's Court at Westminster, to which the library was attached, the counsel practising in the new courts found it convenient to subscribe to the library, and it became known as the Probate Court Library. So matters went on until 1875, when crisis No. 3 occurred. The books were given to form a library for the Court of Appeal created by the Judicature Act. With the exception of a few duplicate reports, an old copy of the statutes, and some old editions of text-books, the library was transferred bodily to the court occupied by the new Court of Appeal, and still remains as part of the library of that court. A fund was then started to replace the Probate Library; fresh books were bought, and the library prospered until 1883, when the courts were removed to the new building in the Strand. Then occurred the fourth crisis. The subscribers to the Probate Library began to dwindle, in prospect of the new Bar Library which was to be established in the building. It was, however, soon discovered that this new library did not fulfil all the requirements of the profession; the books not being allowed to be taken into the courts. Accordingly, the subscribers to the Probate Library subsequently increased, and now number 135, and about 25,000 books are annually taken out for reference in the courts. Mr. HOAR says that about £1,400 worth of books have been added to the library since 1875.

WE OBSERVE that a Bill to amend and consolidate the law of libel has just been introduced into the House of Commons by Sir ALBERT ROLLIT, Sir JOHN LENG, and other members. The chief amendments which it proposes to make are these: (1) In lieu of a mere general indorsement of writs of summons in libel actions, a statement of particulars with dates is to be given, so as to enable the defendant to apologize at once or pay money into court. (2) Money may be paid into court with a denial of liability. (3) In the case of a libel published simultaneously in several newspapers, or copied shortly after publication, the judge may give the plaintiff notice that a stated time will be allowed for the discovery of any further publication, in order that all the actions may be tried together, and after the expiration of that period no further actions are to be instituted in respect of such libel, except for the recovery of special damages. (4) A plaintiff who obtains what the judge considers in the circumstances to be only nominal damages may be deprived of his costs.

THE COURT OF APPEAL have allowed the appeal in *Guilliam v. Twist* (ante, p. 260), and that case therefore has lost the position it seemed likely to acquire as an authority for the proposition that a servant, when incapacitated through drunkenness, may depute the performance of his duties to a third person, and so make his master liable for the acts of such third person. The facts are simple enough. A., the owner of an omnibus, employed B. to drive it. B., while driving it, was ordered by the police to stop driving on the ground of drunkenness. B. got off the box, the vehicle being then a quarter of a mile from the stables. C., who had been employed by A., but not as driver, offered to drive the omnibus home, and B. agreed to his doing so. On the way home C., by his negligent driving, injured D. D. claimed damages against A. The county court judge and the Divisional Court held that it was a case of emergency, and that, under the circumstances, C. was authorized to drive. But the emergency has been doubted and denied in the Court of Appeal. There was no supreme necessity to get the omnibus

over the last quarter of a mile in such a hurry, and the proper course was to communicate with the owner. This view of the matter, when once stated, is sufficiently obvious. The wonder is that it was not perceived in the courts below. It is an undoubted hardship on the plaintiff to have incurred all the expense and lose his verdict at the last. But it would be an equal hardship for the owner of the omnibus to have to answer for the negligence of any amateur driver who chose to try his hand with the reins.

WITH REGARD to our observations last week on Lord SELBORNE's judicial appointments, we have been reminded that, although Lord BOWEN became a Lord Justice during Lord SELBORNE's Chancellorship, he was in fact raised to the bench by Lord CAIRNS, having, according to BLOCK's Table of Judges, been made a judge of the Queen's Bench Division on the 16th of June, 1879.

### THE REPORT OF THE COMMITTEE ON TRUSTS ADMINISTRATION.

THE report of the Committee on Trusts Administration has been issued, and it is noteworthy that it discards entirely the notion of the compulsory employment of a public trustee, and, where an official administration is called for, the report is in favour of the system of judicial factors which has been for many years established in Scotland.

In Ireland it is admitted that there is no widespread desire for change or complaint of the existing law, and the committee do not recommend legislation with regard to that country. As to Scotland, it is suggested that trustees should have the facilities for obtaining the direction of a judge in chambers now available in England on originating summons, and that testators should have the power of nominating a judicial factor by the will, who, upon confirmation by the court, would become an officer of the court. The bulk of the report refers to England, and here it is found as an undoubted fact that serious grounds of complaint exist. Private trustees, who hold an enormous amount of personal property, as well as a great deal of land, receive no remuneration, and are not allowed to make any profit, while the law imposes on them a very serious responsibility. They may, indeed, protect themselves by taking the opinion of a judge, but the expense prohibits this course save on occasions of exceptional importance, and, in return for the chance of protection, the court applies to them a more rigorous standard than in the case of other bailees. They are responsible for any departure from the strict terms of the trust or the rules laid down by the law for the guidance of trustees, even if the departure be due to a perfectly honest understanding of their duties. In this respect the report makes two suggestions. The court should be empowered to relieve a trustee from personal liability when satisfied that he has acted honestly, reasonably, and with the intention of carrying out the terms of the trust, and that he ought fairly to be excused for having acted without the directions of the court. It also recommends that the court be empowered to sanction beforehand such departures from the terms of a trust as become expedient, owing to altered circumstances, and are for the advantage of the beneficiaries. This means an increase of applications to the court, and it is accordingly further suggested that the practice in obtaining the direction of a judge, "which has been described as a litigation in miniature," ought to be cheapened and simplified.

This is as far as the report goes in relieving private trustees. No suggestion is made for their remuneration, notwithstanding the evidence recently published of the prevalence of such a practice in the United States. The system of administering trusts by private trustees is admitted to be the best method, provided men can be found who are competent, honest, and willing; but it is still, apparently, supposed that such men ought to give their services for nothing. Often they are themselves beneficiaries or nearly related to beneficiaries, and there is nothing anomalous in this gratuitous service; but where the trustee is simply a friend of the testator and his family, the

work and responsibility entailed by the trust are often a serious burden, a burden which his sense of duty forbids him to relinquish, but in respect of which he has a fair claim to be suitably remunerated.

So far of trusts from the trustee's point of view. It is recognized that he is entitled to have the law relaxed in his favour, and his right of access to the court facilitated. From the point of view of the testator or settlor, and of the beneficiaries under the trust, it has been urged that the private trustee is difficult to find, and, when you have found him, he sometimes turns out to be dishonest, and misappropriates the trust funds. The report finds that this alleged difficulty of finding competent persons to undertake the office of trustee does exist, especially amongst poor people whose circle of relatives does not contain many persons of education; and the loss arising from the defalcations of dishonest trustees, or the negligence of careless and incompetent trustees, is said to be a very serious matter. The loss from defalcation is found to occur chiefly where the beneficiaries are uneducated persons or too poor to have recourse to competent legal advice; and the opportunity for misappropriation specially arises where the trust property has passed by death under the control of a sole trustee.

The recommendation that the criminal law shall be strengthened in the case of parol trusts should doubtless be adopted, but it does not help the matter much. In the vast majority of cases trusts are constituted by instruments in writing. But the report does not go so far as to recommend the absolute security that might be obtained by the substitution of public for private administration. It finds, indeed, that there exists a widespread desire for facilities such as would be afforded by the establishment of a public trustee. "Numerous witnesses of the very highest authority," the report says, "expressed decided opinions in favour of enabling those who desired it to place trust funds under the control and management of some public authority, subject always to the right of that public authority to decline any trusts which it might appear undesirable to undertake." But, at the same time, the committee agree "that any Act for the establishment of a public trustee should be entirely optional, except in so far as courts of justice in particular instances think fit to appoint a public trustee."

The committee find accordingly that a case has been made out in favour of the establishment of a system under which private trusts can be administered, if so desired, by or under the control of some official or judicial authority, which should also have the control of the trust funds, and the report proceeds to consider in what manner, or by what machinery, such a system can best be worked. Three plans have been suggested. First, the establishment of a public trust department, at the head of which should be a public trustee in London, with branches throughout the country; secondly, the administration of trusts by officers of the court, under the immediate supervision and control of a judge; thirdly, the Scotch judicial factor system. The first system is similar to that which exists in New Zealand, where it has proved useful for the administration of small intestate estates, but has not succeeded in attracting any considerable portion of the large estates; the second system is the present system of administration by the court in an action, and however the procedure may be simplified, it contains the possibility, or rather probability, of undue expense. The third has been found to work successfully in Scotland, and to be at once economical and safe. "The judicial factor gives security for the due discharge of his duties, and receives such commission, varying from one to three per cent. per annum upon the income of the trust estate, as is fixed by the judge or the accountant of court, and he may employ solicitors or other professional men only where it is necessary."

In deciding between these systems the committee very properly insisted that "the individual who on any particular occasion manages the trust must not be separated either by official red-tape or by judicial etiquette from those with whose interests he has to deal." He is not to be a person to be approached formally, and who will act only on legal evidence, but an active administrator of the trust. "If such administrators be made available to any who desire their services, the system would be of the highest utility. But if all that can be offered to the public is an elaborate hierarchy of hardly accessible officials, or

a reproduction of the tedious and costly methods of the past, it would be as well to leave things as they are."

In accordance with this very sensible opinion the committee have reported in favour of a system similar to the Scotch system of administration by judicial factors. The desired result is to be attained by the employment of suitable persons in each district, who should be subject to judicial control. The trust funds would be deposited in court or with the Paymaster-General, and if in special cases they were allowed to stand in the name of the administrator, he would have to give security. It is contemplated that in every district there should be an official, such as the district registrar or county court registrar, whose duty it might be to act when required to do so. But the report favours by preference the appointment of a suitable non-official person, such as a solicitor or accountant, who would be likely to be better acquainted than an official with the circumstances of the trust. At the same time the person appointed, whoever he may be, whether official or non-official, is to act precisely as private trustees now act, using his own discretion, and proceeding, not as a judge, but as a man of business. He should have facility for access to a judge, and his accounts should be regularly audited.

At the conclusion of the report the committee again insist that the system must not be compulsory. Administration in this manner under the control of the court is to be granted only at the request of the creator of the trust, or of the trustee, or of a beneficiary, and the court may in its discretion refuse the application. It appears to us that the committee have proposed what is likely to be a satisfactory solution of a difficult and intricate question. Concession has been made to those who call for increased control over the administration of trusts, but the control is to be in a form which will inflict as little hardship and expense as possible on beneficiaries, and, above all, no countenance is lent to the application of the principle of compulsion, or to the creation of a new department.

#### THE MEANING OF THE WORD "LEVY" IN THE FINANCE ACT, 1894.

It is provided by the Finance Act, 1894, s. 4, that—

"For determining the rate of estate duty to be paid on any property passing on the death of the deceased, all property so passing in respect of which estate duty is leviable shall be aggregated so as to form one estate, and the duty shall be levied at the proper graduated rate on the principal value thereof:

"Provided that any property so passing in which the deceased never had an interest, or which, under a disposition not made by the deceased, passes immediately on the death of the deceased to some person other than the wife or husband, or a lineal ancestor or lineal descendant of the deceased, shall not be aggregated with any other property, but shall be an estate by itself, and the estate duty shall be levied at the proper graduated rate on the principal value thereof; but if any benefit under a disposition not made by the deceased is reserved or given to the wife or husband, or a lineal ancestor or lineal descendant of the deceased, such benefit shall be aggregated with property of the deceased for the purpose of determining the rate of estate duty."

At first sight a difficulty arises on the construction of the Act owing to the employment of the words "levied and paid" in section 1 (the section imposing estate duty), "leviable" in the section under consideration, and "payable" in section 21 (1) (the sub-section which exempts personal property settled by a will or disposition made by a person dying before the commencement of the Act in respect of which probate or account duty has been paid or is payable). It may, perhaps, be argued (see Soward on Estate Duty, p. 39) that, as "levy" and "pay" bear different meanings, it does not follow that property in respect of which duty is not "payable" is property in respect of which duty is not "leviable"—in other words, it may be argued that property in respect of which duty is not payable may be liable to be aggregated under the 4th section. It appears to us, however, that this view is incorrect, and that the apparent difficulty of construction will vanish as soon as we affix their true meanings to the words employed.

The meaning of the word "levy," according to RICHARDSON, is to raise, to lift up, to lift off, to collect or gather; and he refers to the Latin "*levare*," a word which will be found in the



old writ of *levari facias*. So that apparently "to levy" a tax or duty means to collect it.

The meaning of the word "levy" as meaning to collect or get in money appears very clearly from the decisions as to a sheriff's poundage. It was provided by 29 Eliz. c. 4 that a sheriff is not to receive in respect of any extent or execution more than a certain poundage on the amount "that he shall levy or extend." "Levy" in this Act when applied to the proceedings on a *fi. fa.* means that the sheriff has collected or raised the money, whether by seizure and sale of the goods (*Drews v. Lainron*, 11 Ad. & El. 529), or by being paid out by the execution debtor after seizure (*Mortimore v. Cragg*, 3 C. P. D. 216), or even by being paid by the execution debtor on a threat of seizure (*Bisicks v. The Bath Colliery Co. (Limited)*, 2 Ex. D. 459). On the other hand, merely seizing the goods without getting in the money does not amount to a levy: see *Miles v. Harris* (12 C. B. N. S. 550), where, after seizure and before sale, the judgment and all subsequent proceedings were set aside for irregularity.

From these decisions it appears tolerably clear that "levy," as applied to money, means to collect or get in. So that where, in the 1st section of the Finance Act, 1894, it is enacted that "there shall . . . be levied and paid . . . a duty," what is meant is that the proper officer shall collect, and that the subject shall pay, the duty. If this construction is correct, it is perfectly clear that the duty cannot be leviable in cases where it is not payable. Where, therefore, in the 4th section, it is provided that all property passing on the death of the deceased "in respect of which estate duty is leviable" is to be aggregated, it is clear that property in respect of which duty is not payable is not to be aggregated.

Let us consider an example. A., who died before the 2nd of August, 1894, gave by his will personal property to trustees on trust to pay the income to B. during his life, with remainder on B.'s death as to the capital in trust for C. Now on A.'s death probate duty was paid, or, at all events, became payable. The personal property bequeathed by A. passed on B.'s death (section 2 (1) (d)), and, therefore, estate duty would have to be "levied and paid" on it under section 1 if it had not been for the provisions of section 21 (1), by virtue of which estate duty is not payable in respect of that personal property, probate duty being payable. As estate duty is not "payable" it cannot be "leviable" on the property bequeathed by A., and therefore on B.'s death that property is not to be aggregated with B.'s own estate for the purpose of determining the rate of duty.

The proviso to the 4th section of the Act deals with exceptional cases where, notwithstanding that the duty is leviable, aggregation is not to take place, but the proviso does not direct aggregation in any case where the duty is not leviable, or, in other words, where it is not payable.

#### LEGISLATION IN PROGRESS.

**MARINE INSURANCE.**—The memorandum prefixed to the Marine Insurance Bill, which has been introduced by the Lord Chancellor, says that the Bill is drafted on the same lines as the Bills of Exchange Bill and the Sale of Goods Bill which have now become law. It endeavours to reproduce as exactly as possible the existing law relating to marine insurance, leaving any substantial amendments that may seem desirable to be introduced by the Legislature at a later stage. The Bill is founded on the Bill which was introduced in 1894, but its provisions, as well as suggestions received from various sources, have been carefully considered during the recess by a committee appointed by the Lord Chancellor, which consisted of members representing respectively the shipowners, the average adjusters, and the underwriters and insurance companies.

**NATURALIZATION OF ALIENS.**—The Naturalization Act, 1870, provides by section 7 that an alien who has been in the service of the Crown for not less than five years, and intends, when naturalized, either to reside in the United Kingdom or to serve under the Crown, may obtain a certificate of naturalization. Section 10, which deals with the national status of women and children, provides by subsection (5) that where the father, or the mother being a widow, has obtained a certificate of naturalization in the United Kingdom, every child of such father or mother who, during infancy, has become resident with such father or mother in any part of the United Kingdom shall be deemed to be a naturalized British subject; but there is no provision for the case of children where the parent, though in the service of the Crown, and therefore entitled to naturalization

under section 7, is resident out of the United Kingdom. This omission is supplied by the Naturalization (Residence Abroad) Bill introduced by the Lord Chancellor, which provides by clause 1 that the residence of a child of a naturalized British subject with his father, or his mother being a widow, while in the service of the Crown out of the United Kingdom shall have, and be deemed always to have had, the same effect, for the purpose of section 10, sub-section (5), of the Naturalization Act, 1870, as residence with such father or mother in the United Kingdom; and a corresponding alteration may be made in all future copies of the Act of 1870. The Bill has been read a second time, and has passed through committee in the House of Lords.

**AGRICULTURAL HOLDINGS.**—The Land Tenure Bill, introduced by Mr. LAMBERT, which has been read a second time in the House of Commons, proposes important modifications in the Agricultural Holdings Act, 1883. Sections 1, 3, 4, and 7 of that Act, dealing respectively with the general right of the tenant to compensation, with the consent of the landlord to the improvements specified in Part I. of Schedule I., with notice to the landlord as to improvements in Part II. of the same Schedule, and with notice of intended claims, and also Part II. of the Act relating to distress, are repealed; but, subject to these repeals, the Bill, if it becomes law, is to be read and construed in connection with the Act of 1883. Clause 1 re-enacts the provision of section 1 of that Act, but with the alteration that the tenant is entitled to compensation for the improvements comprised in the 1st Schedule generally at the determination of a tenancy, and not only when he is quitting his holding at such determination. The items in the proposed schedule correspond in the main with those in the present schedule, but there are several changes, and in particular the laying down of permanent pasture is placed in Part III. among the improvements for which neither the consent of, nor notice to, the landlord is required; and the improving of roads and watercourses, and the making of fences and embankments and sluices against flood, are removed from Part I. to Part II., so that in respect of them merely notice to the landlord is necessary. Moreover, the improvement of buildings is now included in Part I., and their repair in Part II., and in Part III. is inserted as a matter for compensation, "continuous good farming and cultivation or good husbandry in excess of the standard of cultivation or good husbandry usual in the neighbourhood." With respect to items in Part I. the tenant may still raise a claim to compensation by obtaining the consent of the landlord, but, if the landlord withholds his consent, clause 3 gives the tenant the right to refer the proposed improvements to arbitration, and if the arbitrator is of opinion that they will increase the productiveness of the holding, or will enhance the value thereof and be a suitable and desirable improvement to the holding, he may authorize their execution. Clause 4 gives the tenant compensation for loss or damage from winged or ground game due from preservation of such game by his landlord or an adjoining owner or occupier, the claim being against the landlord or the owner or occupier, as the case may be. Clause 5 gives compensation for disturbance, and is in the following terms:—"Where a tenancy is terminated by reason of the landlord unreasonably and without good and sufficient cause refusing to grant a renewal of the tenancy, or requiring a higher rent or more onerous conditions as terms of such renewal, the tenant, upon quitting the tenancy, shall be entitled to compensation for disturbance." By clause 6 compensation for disturbance is to mean, in addition to compensation for improvements, a further compensation in respect of the loss which the tenant is found to have sustained by reason of quitting the holding. Clause 7 specifies the time for giving notice of claims, whether by the tenant for compensation for improvements, or by the landlord in respect of waste or breach of covenant; and clause 8 limits penal rents to the actual loss sustained by the breach or non-performance of the agreement or covenant in respect of which they are claimed. Clause 10 provides for the appointment by county councils of official agricultural arbitrators. Clause 12 secures to the tenant freedom of cropping and of disposal of produce, notwithstanding any stipulations to the contrary contained in the contract of tenancy, provided the tenant makes provision against injury or deterioration. Clause 13 provides for the inclusion, in every future contract of tenancy, of a scheduled record of the condition of the holding at the beginning of the tenancy, and for the making of such a record by an arbitrator at the request of either party in the case of existing tenancies. And clause 14 abolishes distress for rent in respect of holdings to which the measure applies.

**BILLS PASSED INTO LAW.**—On the 14th inst. the Royal Assent was given to twenty-five public and private Bills, which included Mr. Speaker's Retirement Bill, Documentary Evidence Bill, Lands Clauses (Taxation of Costs) Bill, and Metropolitan Police (Receiver) Bill.

On the 9th inst., in the House of Commons, in answer to Mr. Haasbury, the Attorney-General said that the Official Solicitor would be permitted to carry on private practice; that was the rule.

## REVIEWS.

## BOOKS RECEIVED.

**The Law of Copyright in Designs**, together with the Practice relating to Proceedings in the Courts and in the Patent Office; and a full Appendix of Statutes, Rules and Forms, the International Convention, &c. By LEWIS EDMUNDS, D.Sc., LL.B., Barrister-at-Law. Assisted by T. M. STEVENS, M.A., B.C.L., Barrister-at-Law, and MARCUS W. SLADE, B.A., Barrister-at-Law. Sweet & Maxwell (Limited).

**The Statutes of Practical Utility**, arranged in Alphabetical and Chronological Order; with Notes and Indexes. Being the Fifth Edition of Chitty's Statutes. By J. M. LELY, Barrister-at-Law. Vol. VIII.—"Metropolis" to "Parliament." Sweet & Maxwell (Limited); Stevens & Sons (Limited).

**A Haudy Book on the Law concerning Owner, Builder, and Architect.** By JAMES WALTER SMITH, LL.D. (Lond.), B.A. (Oxon.), Barrister-at-Law. Effingham Wilson & Co.

## CASES OF THE WEEK.

## Court of Appeal.

*Re W. H. CUTLER; Re STEPHENS' TRUSTS*—No. 2, 13th May.

LUNACY—TRUSTEE ACT, 1893 (56 & 57 VICT. c. 53), s. 10, SUB-SECTION (4)—APPOINTMENT OF NEW TRUSTEE—RETIRING TRUSTEE.

In this case a question arose as to the validity of a certain appointment of a new trustee. The application was made in *Lunacy* by a petition presented in the matter of the trusts of an indenture of settlement dated the 26th day of July, 1875, and in the matter of the *Lunacy Act*, 1890, for an order under section 136 of the *Lunacy Act*, 1890, vesting in the petitioners, R. C. Stephens and G. R. Stephens, the right to transfer or to call for a transfer into the names of the said petitioners as new trustees of the above-mentioned settlement of a sum of Consols standing in the names of the above-named W. H. Cutler and of Urquhart. The petition was presented by Mrs. E. Frampton, the tenant for life under the settlement, her sons, the said R. C. Stephens and G. R. Stephens, and by the said Urquhart, who was one of the trustees of the settlement, and wished to retire. The other trustee was the said W. H. Cutler, who was a lunatic, so found by inquisition. The settlor was dead, having died in the year 1878. By the settlement it was provided that the power of appointing a new trustee thereof, either in immediate or more remote succession in the place of the said W. H. Cutler should be vested in the settlor during his life, and that the power of appointing a new trustee thereof either in immediate or more remote succession in the place of Urquhart should be vested in the said Mrs. E. Frampton, the tenant for life during her life, and that after the death of the settlor the power of appointing a new trustee in the place of the said W. H. Cutler or any trustee thereafter appointed, either in immediate or more remote succession to him should be vested in the acting executors or executor, administrators or administrator, of the said W. H. Cutler, or the last surviving trustee of that class, with a similar provision in the case of Mrs. Frampton's death for the appointment of a trustee in the place of Urquhart. By an indenture dated the 17th of January, 1895, made between Urquhart of the first part, Mrs. E. Frampton of the second part, R. C. Stephens of the third part, and G. R. Stephens of the fourth part, the said Urquhart "in exercise of the power for this purpose by the Trustee Act, 1893, given to him, and of every or any other power enabling him in this behalf," thereby appointed the said R. C. Stephens to be a trustee of the settlement in the place of W. H. Cutler, and by the same indenture the said Mrs. E. Frampton appointed the said G. R. Stephens to be a trustee in the place of Urquhart. At the hearing of the petition by the court a question was raised whether the said appointment by Urquhart of R. C. Stephens as a trustee in the place of W. H. Cutler was valid or not. No question arose as to the validity of the appointment of G. R. Stephens.

THE COURT (Lord HALSBURY and Lopes and Kay, L.JJ.) held that Urquhart was clearly a retiring trustee within the meaning of section 10, sub-section 4, of the Trustee Act, 1893, and that consequently the appointment of R. C. Stephens was valid.—COUNSEL, *Uppish*. SOLICITORS, *Bird, Moore, & Stodge*.

[Reported by WM. SCOTT THOMPSON, Barrister-at-Law.]

## High Court—Chancery Division.

*TURNER v. GREEN*—Chitty, J., 15th May.

SPECIFIC PERFORMANCE—DISCRETION OF COURT TO GRANT OR REFUSE—AGREEMENT TO COMPROMISE ACTION—MATERIAL FACT—NON-DISCLOSURE BY PARTY TO AGREEMENT.

This was a summons by the plaintiff in the action to stay proceedings therein on agreed terms, which the defendant now refused to carry out, and was treated as an action for specific performance of them. The action was commenced in November last, asking

for an account to be taken of all sums which had been received and expended by the defendant as manager of the plaintiff's business of hotel keeper. Immediately after the appearance had been entered to the writ the plaintiff took out a summons for an account under the provisions of R. S. C., ord. 15. That summons was adjourned from time to time for the purpose of evidence being filed in support of and in opposition thereto, the defendant alleging that there was a preliminary question to be tried. The summons for an account at length came on on the 11th of January, 1895, and the chief clerk, after going fully into the evidence, was of opinion that the summons ought to be dismissed, with costs. The summons was then adjourned to the judge at the instance of the plaintiff. On the same day F., a member of the firm of solicitors acting for the plaintiff, arranged a settlement of the action with the defendant and his solicitors at Portsmouth. It appeared that, when the agreement was made, the result of the proceedings before the chief clerk was known to F., but was not known either to the defendant or his solicitors.

CHITTY, J., observed that it was a strong thing to say that this was a material fact. But, treating it as such, ought his lordship to decline to enforce this stay of proceedings on the terms agreed to because F., although aware of the result, did not disclose it when the agreement was made? The question was not one of fraud, but of the principles on which the court exercised its judicial discretion in granting or withholding specific performance. It was not contended that there was any duty to disclose, but that non-disclosure was shabby, and not consistent with the usual practice of solicitors of high standing, and that the agreement ought not, on that ground, to be specifically performed; but the court could not act on that. The distinction between suppression when there was a duty to disclose and mere silence was a very old one. His lordship agreed with the statement of the law by Campbell, L.C., in *Walters v. Morgan* (3 De G. F. & J. 718), and thought that it was of general application except in cases of contracts requiring *uberrima fides*, which involved a duty of disclosure. *Ellard v. Landaff* (1 B. & B. 241, 12 Rev. Rep. 22) was relied on for the defendant; but the observations of Manners, L.C., shewed that he had in his mind cases where there was a duty to disclose, and the decision could be supported on the second ground on which it was based. That case was very special in its circumstances. The case before the court now fell far short of it, and there must be an order to stay.—COUNSEL, *Macnaghten*; *Butcher*. SOLICITORS, *Mear & Fowler*; *Emanuel, Round, & Nathan*, for *Turner & Phelps*, Portsmouth.

[Reported by J. F. WALEY, Barrister-at-Law.]

*DOUGLAS v. DEROY*—Kekewich, J., 10th May.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—CONTRACT TO ASSIGN LEASE—COVENANT NOT TO ASSIGN EXCEPT TO RESPONSIBLE PERSON—CONSENT OF LANDLORD.

This action was brought by the plaintiff for specific performance of an agreement by the defendant for the assignment of a sub-lease, and for damages. The defendant was the lessee of a shop and buildings at Brighton for the residue of a term of twenty-one years from the 25th of March, 1889, at the yearly rent of £200. The sub-lease under which he held contained a covenant that he would "not at any time during the said term sell, assign, or make over the lease or the term so demised, or underlet (for any term exceeding three years from date of such under-lease) the said premises or any part thereof to any person or persons without the previous consent in writing of the lessor, and delivering at the expense of the lessee unto the lessor an attested copy of every such assignment," but such consent should "not be withheld from an assignment or under-lease (for a term exceeding three years) to a respectable and responsible person. By an agreement in writing, dated the 4th of October, 1894, the defendant agreed, for the consideration and subject to the conditions therein mentioned, to assign the lease to the plaintiff, and the plaintiff paid a deposit of £17 in part payment of the purchase-money. The agreement contained no reference to the covenant not to assign without the consent in writing of the landlord, but it was not disputed that the plaintiff had notice of the covenant. In response to the request of the defendant the plaintiff gave two references, who, in reply to the defendant's inquiries, stated that, in their opinion, the plaintiff was a trustworthy person, and his position warranted him in taking an assignment of the premises, and was adequate for the performance of all the conditions. These replies the defendant forwarded to the lessor's solicitors, who were, however, not satisfied as to the plaintiff's responsibility, and were unable to advise their client, the lessor, to grant his licence to assign. On this the defendant declined to execute the assignment, and again put up the premises to let. The plaintiff accordingly brought an action asking for specific performance of the agreement, contending that the lessee was bound by his contract, notwithstanding the fact that the lessor had refused to grant his licence to assign. The cases cited were *Treloar v. Bigge* (22 W. R. 843, L. R. 9 Ex. 151), *Hyde v. Warden* (26 W. R. 201, 3 Ex. D. 272), *Sear v. House Property and Investment Society* (29 W. R. 192, 16 Ch. D. 387), and *White v. Hay* (73 L. T. 281).

KEKEWICH, J., said that the main point on which the defendant relied was that the plaintiff had not been shown to be "a responsible person." His lordship read the proviso in the lease as to assignment and as to the granting by the landlord of consent to assign, and said that, were it not for the authority of the cases cited to him, it would not have been difficult to hold that that proviso contained an agreement on the part of the lessor not to withhold his consent, and that if he did so an action would lie against him. But from the cases cited it appeared that such a proviso, coming as it did in the midst of a batch of covenants by the lessee, was not to be regarded as a covenant by the lessor, but only as a qualification of the lessee's covenant, and the result of that construction was that no action would lie against the lessor for withholding his consent. What,



then, was this covenant? It was a covenant by the lessee not to assign except to a responsible person. That was the meaning of *White v. Hay*, and his lordship would have had no difficulty in following that case and in deciding in plaintiff's favour were it not that a question had arisen as to whether or no the plaintiff in this action was a responsible person. That was a question of fact. The burden of proof lay neither entirely on the plaintiff nor entirely on the defendant. Having regard, however, to the fact that the plaintiff had not gone into the witness box, that the landlord had refused his licence to assign, the position the defendant was in, and the measure of damages for which he would be liable (as decided in *Williams v. Earle*) in an action by the lessor for breach of covenant; taking these and all the circumstances of the case into consideration his lordship thought that the plaintiff had failed to make out a case for specific performance, and dismissed the action accordingly.—COUNSEL, *E. W. Martelli; Warrington, Q.C., and Herman. SOLICITORS, Ashurst, Morris, Cripp, & Co.; Potter, Sandford, & Kilington.*

[Reported by C. C. HENSLEY, Barrister-at-Law.]

**Re LANCASHIRE AND YORKSHIRE RAILWAY CO., SLATER v. SLATER**  
—Kekewich, J., 11th May.

PRACTICE—PETITION—SUMMONS—COSTS—R. S. C., LV., 2, SUB-RULE (1.)

This was a petition presented by a trustee and some of the beneficiaries under a will, for payment out of court of part of a sum of over £1,000 paid into court by the Lancashire and Yorkshire Railway Co., and for the transfer of the balance to the credit of a partition action, in which an order had been made declaring the rights of the parties interested. The respondents were others of the beneficiaries and the railway company, and appeared by the same solicitors. Rule 2 of order 55 of the Rules of the Supreme Court, 1883, describes the business to be disposed of in chambers—namely, sub-rule (1.), "Applications for payment or transfer to any person of any cash or securities standing to the credit of any cause or matter where there has been a judgment or order declaring the rights, or where the title depends only upon proof of the identity or the birth, marriage, or death of any person." It was contended by the railway company that the application should have been made by summons, and not by petition.

KEKEWICH, J., said that although the petition asked that the fund should be carried to the credit of an action, it was nevertheless an "application for payment or transfer to any person" within sub-rule (1.) of rule 2 of order 55 (Rules of the Supreme Court, 1883). And that being so, although the matter was a complicated one, and one which could be conveniently brought on by petition, the rule ought nevertheless to be applied, and the railway company must pay such costs only as would have been properly incurred had the matter been brought on by a summons, and attended by counsel on adjournment to a judge in chambers. His lordship also said that the separate appearances by counsel must be allowed.—COUNSEL, *Bramwell Davis, Q.C., and O. L. Clave; Ryland and P. O. Lawrence; Upjohn. SOLICITORS, Harrison & Powell, for T. H. Winder, Bolton; Woodcock, Ryland, & Parker.*

[Reported by C. C. HENSLEY, Barrister-at-Law.]

**Re EYRE, McANDREW v. NORRIS**—Romer, J., 11th May.

AGREEMENT IN CONSIDERATION OF MARRIAGE—CONSIDERATION—STATUTE OF FRAUDS (29 CAR. 2, C. 3).

This was an action against the executors of John J. Eyre for the payment of a sum of £3,377 10s. under a marriage agreement. The plaintiffs were a daughter and a son-in-law of Mr. Eyre. Prior to the marriage Mr. Eyre wrote to the plaintiff Mr. J. J. McAndrew: "I agree to give my daughter Teresa £100 a year to commence on the 1st of June, 1875, and £3,000 at my death. Perhaps at my death circumstances may enable me to do more." The defendants, *inter alia*, set up the Statute of Frauds as a defence to the claim.

ROMER, J., held that the plaintiffs' claim failed. His lordship referred to *Haves v. Armstrong* (1 Scott, 661), and observed that from the document which the plaintiffs set up it would be impossible to infer that marriage was the consideration, and the only consideration, for the undertaking. It was, having regard to the document alone, possible to suppose that marriage was the consideration, but it was impossible to make from it a well-grounded inference that such was the case.—COUNSEL, *Hopkinson, Q.C., and John Simmonds; Neville, Q.C., and Mulligan. SOLICITORS, G. J. Marsh; Norris & Norris.*

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

**High Court—Queen's Bench Division.**

**WARD v. MONAGHAN**—13th May.

COVENANT—LIQUIDATED DAMAGES—PENALTY—PUBLIC-HOUSE—STIPULATION THAT TENANT ON CONVICTION FOR ANY OFFENCE UNDER THE LICENSING ACTS SHOULD THEREUPON PAY £50 BY WAY OF LIQUIDATED DAMAGES.

This was an appeal from the decision of the county court judge at Blackburn, who had decided in favour of Monaghan, the defendant in the action. The question for the court to decide was whether a stipulation in the lease under which Monaghan was a yearly tenant of one of the plaintiff's public-houses, to the effect that in the event of the tenant being convicted of any offence under the Licensing Acts he should thereupon pay to his landlord the sum of £50 was in the nature of a penalty, or whether, upon a conviction, the whole amount became recoverable by the landlord as liquidated damages. The facts were these: In October, 1894, W. Ward, as manager of a brewery company, entered into an agreement

with Monaghan, by which he agreed to let to him from the 13th of September following for one year, and after that date from year to year, a beer-house known as The Hornby's Arms, Blackburn. The material covenant in the lease was as follows: "And [the lessee] also will not carry on or suffer to be carried on upon any part of the said premises any trade or business other than the business of an innkeeper or beer retailer. And will not do or suffer to be done on the premises or elsewhere, or omit or suffer to be omitted, any act contrary to the provisions of any Licensing Act for the time being in force whereupon a conviction shall be made before a court of summary jurisdiction or otherwise, and will in that event immediately after conviction pay to the lessor the sum of £50 as and by way of liquidated damages for any and every such act, and that every such sum shall be recoverable by action at law or by distress upon the premises, as for rent in arrear on a common demise in the same manner as the rent hereby reserved, and shall not in any way abridge, diminish, or otherwise prejudice the lessee's claim to damages for any breach of the covenant next hereinafter contained. And also will not do or suffer to be done on the premises or elsewhere, or omit or suffer to be omitted any act whereby the licences necessary for using the said premises as public-house may be forfeited, suspended, or the renewal thereof withheld." In September Monaghan duly took over possession of the public-house, but in December gave notice to quit in the following March, which notice was accepted by his landlord. In the meantime, in January, he was convicted of having sold beer to certain customers during prohibited hours, and incurred a nominal fine. His landlord thereupon claimed £50 under the covenant, and the learned county court judge decided against the claim, on the ground that such a covenant was too large, and could not be enforced by way of liquidated damages, and adjudged the plaintiff instead £5 by way of penalty. From that decision Ward appealed. For the appellant it was submitted that the question whether the sum to be paid on conviction was to be paid by way of "liquidated damages" or "penalty" depended solely on the construction to be put on the document itself. The stipulation was not that the tenant should pay this sum on the breach of one of several covenants, but in the event of his committing such an act against the Licensing Acts as was of sufficient importance for the magistrates to convict for. On behalf of the respondent it was contended that the sum was, in fact, a penalty, and that its character was not altered by the attempt of the parties to describe it as "liquidated damages." It was far too large a sum for the magnitude of the offence. Equity would not enforce an oppressive agreement. In deciding such a question the courts refused to hold themselves bound by the use of the words "liquidated damages" in the document, and looked only at the intention of the parties. The county court judge was, therefore, right in holding that £5 was the full amount of the penalty that such a conviction merited.

LORD RUSSELL, C.J., in giving judgment, said the result arrived at by the county court judge was wrong, and the appeal must be allowed. He did not think it was necessary or indeed expedient for him to go into an elaborate review of the various cases that had been cited, for when once it appeared that it was a question of construction of the particular contract between the parties that the court alone had to decide upon, then the consideration of many of the authorities would only lead one far away from the point. It seemed to him that the first question was, what had the parties contracted? They had contracted to pay a certain definite sum on the happening of some specified event in order to save themselves expense and trouble in deciding what amount of damages should be paid. Was there any reason or any rule of law to prevent such a contract being carried through? Here an event provided against had happened, there had been a conviction against the tenant. It was of great importance that a public-house should have a clean record, and it was, therefore, reasonable that a landlord especially, when he let a house on a yearly tenancy should guard himself as far as possible against damage to his goodwill and the like, and he had done so in the present case by a stipulation that in the case of a conviction the tenant should pay him £50 as liquidated damages. For the respondent the cases of *Thompson v. Hudson* (L. R. 4 H. L. E. & I. App., at p. 30), *Magee v. Lovell* (L. R. 9 C. P. 107), and especially *Jelley v. Weldon* (2 B. & P. 346), had been relied upon to show that where the damage was less than the amount claimed the court should disregard such a stipulation and give only such a sum by way of penalty as the justice of the case required. That was a very common occurrence in the case of charter-parties, where probably £500 or a £1,000 was to be paid on the event of a breach of any of the covenants, however small. There was no manifest injustice in the sum to be paid in the present case, and in the absence of fraud he considered that the obvious intention of the parties at the time the contract was entered into should be carried out. In the present instance the parties had agreed that the sum of £50 should be paid "as and by way of liquidated damages," and while he admitted that those words were not decisive, they were at any rate an element of importance when deciding what was really the intention of the parties when the contract was made. For these reasons he considered that the landlord was entitled to recover the £50 claimed, and the judge was, therefore, wrong in giving judgment for a sum other than that which the parties had themselves agreed upon.

CHARLES, J., concurred. Before the exhaustive examination of all the authorities on this point of law was made by the Court of Appeal in the case of *Wallis v. Smith* (21 Ch. D. 243) it was supposed that some definite rule for deciding such questions existed. It was clear, however, from a consideration of the judgments delivered in that case that there was no such inflexible rule, but in each case it was a question of the true construction to be placed on the particular contract then before the consideration of the court. That being so, he agreed that it was unnecessary to examine in detail the numerous earlier authorities that had been cited. In the present case there was no doubt that the parties had contracted

2 B of Sale

2 a rapid decision on the matter found.

that in the event of a conviction the sum of £50 should be recoverable as liquidated damages by the landlord. That seemed to him a reasonable covenant, and one likely to save the parties themselves trouble and expense, and there was nothing in the authorities cited that would compel him to hold that that sum was not recoverable by way of liquidated damages, since there was no rule of law which made void the contract that the parties had themselves entered into. Judgment must, therefore, be entered for the appellant for the amount claimed.—COUNSEL, *Thomas Terrell; Frank Newbolt*. SOLICITORS, *F. J. Thairwall, for Ainsworth, Sanderson, & Howson, Blackburn; Pritchard, Englefield, & Co., for R. Riley, Blackburn.*

[Reported by ESKRINE REID, Barrister-at-Law.]

**NICHOLSON v. LONDON, CHATHAM, AND DOVER RAILWAY CO.—14th May.**

RAILWAY COMPANY—PASSENGER TRAFFIC—FARE IN EXCESS OF MAXIMUM.

The plaintiff in this action claimed a declaration that £1 10s. 2d. was the proper charge which the defendants were entitled to make in respect of a first-class journey between Victoria and Calais, and he also sought to recover the sum of £1, the amount paid by him in excess of the legitimate charge in respect of four such journeys. The main questions were whether the defendants were bound to carry first-class passengers between Victoria and Dover at the uniform rate of 3d. per mile, and whether they were entitled to make any charge for transferring passengers' luggage from the train to the steamboat at Dover. The defendants alleged that under two Acts of Parliament passed before the year 1860, and relating to the Mid-Kent Railway and the Victoria and Pimlico Railway, they were entitled to charge higher rates for certain sections of their line, which had formed part of those railways. The plaintiff contended that the right to charge the higher rate was extinguished by the London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860 (23 & 24 Vict. c. clxxvii), s. 103, which provides that: "For through traffic the company may demand and receive upon and in respect of the railway by this Act authorized, and also, if conveyed by them over any other railway in this Act mentioned, upon and in respect of such other railway such and the same tolls for the use thereof, and for the use of carriages and engines provided by them, as they shall for the time being be authorized to demand upon or in respect of the railways by the recited Acts authorized. Provided always that in calculating distances for the purposes of the tolls payable to the company for through traffic conveyed or to be conveyed by them over any railway other than those authorized by this Act, such other railway and the railways by this Act authorized shall be deemed one continuous line of railway." The rate under the recited Acts was 3d. per mile.

MATHEW, J., after referring to the contentions of the parties, said: I think the construction put by the plaintiff upon the Act of 1860 is correct, and the defendants are only entitled to make a uniform charge of 3d. per mile. As to the charge for additional service, the company obtained powers to extend their line to the landward end of the Admiralty Pier at Dover, but there was no power to make any charge beyond the ordinary mileage rate. An arrangement was made with the Admiralty, who had constructed a railway in continuation of the company's system, that a sum of about £1,100 a year should be paid by the company in respect of the accommodation provided. The company carried over 100,000 passengers each year on the pier, and if the £1,100 were distributed among the passengers carried it would be only a small sum for each passenger. I cannot find any authority of the company to make any extra charge beyond the ordinary rate for conveying passengers along the pier. Neither is there any statutory power to make a charge for transferring luggage to the steamboat, and I do not think the company were entitled to make it. There was no special bargain in this case as to transferring luggage, and it seems to be a matter analogous to transferring luggage from one platform to another, which is part of the ordinary contract of carriage. The declaration asked for was made, and judgment given for the plaintiff for the sums claimed.—COUNSEL, *Channell, Q.C., E. Moon, and Wedderburn; Oripps, Q.C., and Mansel Jones*. SOLICITORS, *Munton & Morris; J. I. Morgan.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

**BOWER & CO. v. HETT—14th May.**

BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 11, SUB-SECTION 2—SEIZURE—PAYMENT MADE UNDER AN EXECUTION—"TO AVOID SALE"—PAYMENT TO THE HIGH BAILIFF MADE BY A STRANGER—NEGLECT OF HIGH BAILIFF—NOTICE OF PAYMENT TO EXECUTION CREDITOR—COUNTY COURT RULES, ORD. 2, r. 32.

Appeal from the decision of the judge of the Hull County Court. This case involved a question as to the effect of section 11, sub-section 2, of the Bankruptcy Act, 1890. It arose in the following way. The plaintiffs in the action were iron merchants, and in September, 1894, they recovered judgment against Walter Denton, an ironmonger, for £23 15s. 8d. On the 29th of September a warrant of execution was delivered to the defendant, who was the high bailiff of the Brigg County Court. On the 1st of October the defendant's assistant went to Denton's shop, and there entered into an arrangement not to remain in possession, but a letter was addressed to the defendant by Denton's manager, in which it was admitted that the defendant was entitled to enter into possession when he chose. The defendant had already entered under an earlier warrant, and on the 2nd of October a third warrant was delivered to him. On the same day Denton disappeared, and it was afterwards discovered that he had absconded. On the 3rd of October the defendant's assistant went to the shop and demanded the keys, and at 2 o'clock, when the shop was closed, it being a half-holiday, the keys were handed over to him. Whereupon Denton's father, on the same afternoon, went to the defendant

and offered to pay the amount of all the warrants he then held if the keys were returned. Accordingly, the keys were handed back to the father, and on the next day the warrants were paid off, including the plaintiffs' warrant. Ord. 2, r. 32, of the County Court Rules requires that in cases where the high bailiff is required under the Bankruptcy Act, 1883, to hold the proceeds of an execution for fourteen days, he shall, within twenty-four hours after the completion of the levy, send notice thereof to the execution creditor. No such notice was ever sent to the plaintiffs, and the defendant retained the sum paid by Denton's father. On the 16th of October, in consequence of a petition in bankruptcy having been filed against Denton, the defendant received notice from the official receiver that he was not to part with the money. A receiving order was made, and on the 12th of November the defendant handed the money over to the official receiver. The plaintiffs brought their action for money received to their use, and alternatively for damages for negligence on the part of the defendant (1) in not levying under the plaintiffs' warrant; (2) in not levying in a proper manner; and (3) in not sending the notice required by ord. 2, r. 32. The judge decided for the defendant on all the points. Section 11, sub-section 2, of the Bankruptcy Act, 1890, provides that "where under an execution in respect of a judgment for a sum exceeding twenty pounds the goods of a debtor are sold or money is paid in order to avoid sale, the sheriff shall deduct his costs of the execution from the proceeds of sale or the money paid, and retain the balance for fourteen days, and if within that time notice is served on him of a bankruptcy petition having been presented against or by the debtor, and a receiving order is made against the debtor thereon or on any other petition of which the sheriff has notice the sheriff shall pay the balance to the official receiver, or, as the case may be, to the trustee, who shall be entitled to retain the same as against the execution creditor. For the plaintiffs, it was contended that "the money paid to avoid a sale" contemplated by the Act was such money as would be subtracted from the debtor's estate, and did not include money paid by a stranger under such circumstances that he could not afterwards recover it over against the debtor. It was further contended the goods were never actually taken under the execution, and that, therefore, the money could not be said to be paid under an execution, for the Act says "to avoid sale" not "to avoid seizure." On the subject of damages it was urged that they should be more than nominal, because if the defendant had entered into and continued in possession on the 1st of October Denton's father might very possibly have made the same proposal then as he did subsequently, and so the money would have been paid previously to the period of fourteen days before the official receiver's notice. On behalf of the respondent it was argued that the facts proved amounted to a seizure (*Gladstone v. Pudwick, L. R. 6 Exch. 203*), and that it was so found by the judge; that it was immaterial according to the words used in the section where the money came from so long as it was paid in order to avoid a sale; and that it was obvious that the father's motive in paying the money was to ward off the disgrace to his son of having his business sold up.

THE COURT (LORD RUSSELL, C.J., and CHARLES, J.) reversed the judgment of the county court judge.

LORD RUSSELL, C.J., said that he agreed with the learned county court judge that the high bailiff did seize the goods in the shop under the plaintiffs' warrant, but that he afterwards abandoned them. The money paid by Denton's father was paid to save the son from disgrace, but it was never part of the son's estate in such a way as to give the father a right of action against the son or his estate. The question whether or not the high bailiff paid over the money in his hands to the proper person depended on section 11, sub-section 2, of the Bankruptcy Act, 1890. Whether or not seizure was necessary did not need to be decided, as he had arrived at the conclusion that a seizure had taken place. As to whether the payment was made "under an execution," the statute did not say "after an execution" or "in consequence of an execution." It meant under pressure or stress of an execution—that is to say, against the person against whom the execution was made. The words were wide, but on the whole he was inclined to think that in that sense the money was not paid "under an execution." Nor was it made to "avoid a sale." It was made to avoid a seizure—in order to get possession of the keys. Then, did the section contemplate a payment made by anyone? It did not. The policy of the Act was to secure the equal distribution of the debtor's property among his creditors, and it could not properly be said that it was necessary for that object that money should be included which was paid by a person wholly unconnected with the bankrupt, who paid it direct to the sheriff, and not on behalf of the bankrupt, but behind his back and without his solicitation, and under such circumstances as laid the bankrupt under no legal obligation to repay it.

CHARLES, J., concurred. In addition to the reasons given by Lord Russell, C.J., he thought that the father paid under circumstances which could not be said to be under an execution. It was certainly by reason of the execution issued, but the Act says not "because of an execution," but "under an execution." These words were not wide enough to cover the circumstances under which the debtor's father paid the amount of the warrants.—COUNSEL, *Montague Lush and Sidney Clarke; Cyril Dodd, Q.C.* SOLICITORS, *Oldman, Claburn, & Co., for C. E. Gresham, Hull; Collyer, Bristow, & Co., for Laverack & Son, Hull.*

[Reported by C. G. WILBRAN, Barrister-at-Law.]

**Solicitors' Cases.**

As A SOLICITOR, Ex parte INCORPORATED LAW SOCIETY—10th May. SOLICITOR—MISCONDUCT—IMPROPER ADVICE AS TO INVESTMENT OF TRUST MONIES.

This was the consideration of the report of the Committee of the Incorporated

appealed 24



porated Law Society in the matter of a solicitor against whom charges of professional misconduct had been made. The facts appear from the judgment of the Lord Chief Justice.

Lord Russell, C.J., said that before dealing with the facts he wished to point out why, in reading the report of the committee, he thought it was necessary to go into those matters in which the committee had not found adversely to the solicitor as well as those in which they had. His reasons were, first, that though the court would treat with great deference the findings of the committee, the court was not bound by those findings. If, therefore, there were facts on which the respondent ought to be found guilty, the court might find him guilty, though the committee had acquitted him. Secondly, it was important that the whole of the circumstances should be considered, for even matters which did not amount to professional misconduct might throw a light on the matters with regard to which the respondent had been convicted by the committee. One further general observation might be made. In the report by the committee reference was made to the fact that the complainant appeared to have been very trustful, and had not made the inquiries or taken the precautions which a more careful business man might have taken. This was rather treated by the committee as being a fact favourable to the solicitor. In his opinion the greater the confidence reposed in a professional man the greater was the importance of his conforming to the highest standard as a professional man. The facts of the case were these. The complainant was Mr. D. W. Reeve, of Marlow, who clearly was not a good business man. It was not unimportant to remember, and it was a fact known to the solicitor, that the moneys he was dealing with were not his own, but those of his mother, for whom he was acting as a kind of trustee, owing to her state of health. Now there were two, or in one sense three, charges against the solicitor which were found against him, but there were others as to which the committee took a view favourable to the solicitor. Of these latter the first was that the solicitor advised the complainant, his client, to invest the mother's money in improper securities—namely, in the purchase, in July, 1892, of fourteen debentures of the Savoy Turkish Baths Co. (Limited). No one could doubt that this was a speculative investment which no solicitor could have properly advised trust money to be invested in, and so carelessly was the interest of his client looked after that five of the debentures were not duly stamped at first. The committee, however, found that there was not professional misconduct, and the court would not interfere with the finding, it being found that the solicitor had no personal interest at the time in the company and believed that the investment would not involve loss. Another charge was in relation to his advice to the complainant to advance £1,000 on a mortgage to the firm of Messrs. Beeching & Row, stationers. The finding was that "the respondent recommended the complainant to advance £1,000 out of his mother's money to Messrs. Beeching & Row on a security which was, in fact, insufficient, but was believed by him to be good, having regard to the rate of interest; that the complainant was satisfied to leave the matter entirely in the respondent's hands, without making any inquiry or investigation, and that the respondent had no personal interest in the transaction beyond the desire to assist his clients, Messrs. Beeching & Row." The court did not question this finding, but it was rather surprising that another circumstance connected with this transaction was not referred to in terms of reprobation. What, in fact, happened was that the whole of the £1,000 advanced in August, 1893, was paid to the account of the respondent. Next day he paid over a sum of £300, instead of the whole, to Messrs. Beeching & Row, and, in fact, he never did actually pay the whole amount. He paid £361 more subsequently, and he retained a balance of £300 unaccounted for till very much later. The fact that this sum was used for his own purposes was entirely kept back from his client. The committee might well have commented on this conduct. Coming to another point, the complainant was entitled for life to the interest on £6,500, advanced by the trustees of his marriage settlement on mortgage. The interest was collected by the solicitor. He was in the habit of receiving it, and it was his duty to hand it over at once. On November 24, 1893, he gave a cheque for £100 to the complainant, saying that the rest had not been paid, whereas it had been, in fact, received on the 9th; but the respondent stated that he was not aware of the fact, and the cheque for the balance was only given in June, 1894. There was another case of the same character. The respondent said he would have paid the interest over at once if the relations between him and the complainant had not altered. The committee found that he did not wilfully misrepresent the state of his account or misappropriate the interest. It should, however, be clearly understood that money received for a client by a solicitor should be handed over at once. The fourth of the unproved charges was in relation to a farm belonging to the complainant. The respondent applied for his own purposes, temporarily, a portion of the sum left with him by the complainant, who had gone to Australia, to provide funds to carry on the farm; some of the money was retained to pay his costs. The committee found that although the payment of his own costs was not one of the purposes to which the £400 was properly applicable, and although the dealings with that sum were irregular, yet, having regard to the relations between him and the complainant, and the fact that costs were due to him, he might have thought he was entitled to act as he did. There was another circumstance which the committee might have reprobated. The respondent paid to his own account a post-dated cheque for £116 13s. which the complainant had given him before he left England for the special purpose of paying an auctioneer's account; but he did not pay that account till the 20th of February. And on the 19th and 26th of February he drew two sums of £100 and £90 on the Farm account and placed them to his own credit as he was short of money. Thus much for the charges which were not found to be proved. The committee had not erred on the side of harshness; they had made a very careful inquiry.

Coming to the charges which were found to be proved, the first was that the solicitor had advised the complainant to invest the mother's money in a mortgage of March, 1893, for £1,300 on the Princess's Theatre. Now, there was a mortgage on that property of £25,000, exclusive of large arrears of interest, the last interest having been paid, as the respondent knew, in December, 1891, he himself having a mortgage on it as second or third mortgagee for £4,000. The committee found that the respondent knew the security to be inadequate, but represented it to be good, and gave no proper explanation of the nature of the security. They also found, and this was the gravamen of the charge, that he concealed from the complainant the fact that he (the respondent) was interested in the property as a prior mortgagee, and that he induced the respondent to make the advance in order to protect his own security. The respondent alleged that he thought the security was good because he knew of an intending purchaser who would buy for £32,000. That was an old contract, however, and nothing had been done on it. The court were quite satisfied that the committee were justified in finding that the solicitor knew that the security was inadequate. The solicitor himself had a mortgage for £4,000 on it, in respect of which the interest was unpaid. The advance by the complainant of the money was distinctly to the advantage of the solicitor, though he was not himself first mortgagee. It was greatly to his interest to keep it up as a going concern. The £1,300 of the mother's money went to pay fire insurance, taxes, rent, &c. Had there not been the advance by the complainant the solicitor would have had to find the necessary money. This was a grave case, not merely because of the reckless investment which he advised, but because of the concealed interest which he possessed, and which made it his duty to be particularly explicit and plain spoken. With regard to the charge that the solicitor had induced the complainant by concealment of material facts to invest £8,000 in the Pall-mall Syndicate, of which he was a promoter, the committee found the solicitor guilty, but the court did not entirely rely on their finding, because it appeared that the respondent must be deemed to have denied a certain fact which the committee thought he had admitted. The decision of the court was that the solicitor should be suspended from practice for two years and pay the costs of the application.

CHARLES, J., concurred.—COUNSELL, Hollams; Morten; Murphy, Q.C., and Scarlett. SOLICITORS, S. Bucknill; Terry, Sherlock, & King; Moor & Fowler.

[We understand the case is to be appealed, and therefore omit the name of the solicitor.]

[Reported by T. R. C. DILL, Barrister-at-Law.]

#### SOLICITOR ORDERED TO BE STRUCK OFF THE ROLLS.

April 27.—ARTHUR JOHN BINNEY (Bank-street, Sheffield).

#### ADMINISTRATION OF TRUSTS.

THE following is the report of the Select Committee appointed to inquire into the liabilities to which persons are exposed under the present law as to the administration of trusts, and whether any further legislative provision might be made for securing adequate administration of trusts without the necessity of subjecting private trustees and executors to the risks which they now run:—

Your committee were appointed on the 18th of February, on the motion of Colonel Howard Vincent, to inquire into the liabilities to which persons are exposed under the present law as to the administration of trusts, and whether any further legislative provision might be made for securing adequate administration of trusts without the necessity of subjecting private trustees and executors to the risks which they now run. Conformably with this order, your committee sat on eleven days, and examined eighteen witnesses, including the Lord Chancellor, Lord Halsbury, Lord Watson, Lord Justice Lindley, Lord McLaren, two county court judges, and members of the bar, and solicitors of the greatest distinction. After hearing this evidence, it was the opinion of the committee that sufficient materials had been obtained to enable them to report their conclusions to the House. The terms of the reference were wide enough to include the whole of the United Kingdom, and some evidence was given both as to Scotland and Ireland. In Ireland there does not seem to be any widespread desire for change, or complaint of the existing law. Scarcely any communication on this subject reached your committee from Ireland or from Irish representatives, and accordingly it was not thought necessary to pursue the inquiry in regard to that country. More evidence was taken in regard to Scotland, where, as appears in this report, a special practice, the creation of statute, has been in force for some time. The existing law works well, and no desire was expressed for change except on two points. Lord Watson recommended that trustees in Scotland should be enabled to obtain the direction of a judge in chambers, as can now be done in England under an originating summons. He also recommended that any testator in Scotland should be at liberty to nominate a judicial factor in his will, who, upon confirmation by the court, should become an officer of the court. These would be desirable alterations, though subsidiary in comparison with other matters embraced in the order of reference. In England it is undoubted that serious grounds of complaint exist. An enormous amount of personal property, as well as a great deal of land, is held upon trusts, some of which last for a considerable number of years. All these trusts are administered by private persons, often members of the family, who receive no remuneration and are not allowed to make any profit, while the law imposes upon them a very serious responsibility. There is a statutory

right in trustees to protect themselves by taking the directions of a Chancery judge in regard to the exercise of their duties, but the fear of expense is apt to deter conscientious trustees from taking this course in a small estate. In return for the protection thus offered the Courts of Chancery apply a more rigorous standard to the conduct of trustees than to the case of other bailees. They are not allowed to delegate their duties unless authorized to do so by the terms of their appointment, and will be held personally responsible for any misapplication of the funds by a stockbroker or solicitor, or even a co-trustee, which has been made possible by their parting with those funds, unless in strict compliance with the ordinary course of business. They are also personally responsible if they depart from the directions of the instrument appointing them, even if that departure be due to a perfectly honest misunderstanding of their duties. In a recent decision in the House of Lords, *Spraight v. Gaunt*, a step was taken in the direction of alleviating the position of a trustee, and the overwhelming weight of opinion among the witnesses who gave evidence before your committee was in favour of a still further alleviation. Your committee recommend that the court be empowered to relieve any trustee from personal responsibility when satisfied that he has acted honestly, reasonably, with the intention of carrying out the terms of the trust, and ought fairly to be excused for having acted without the directions of the court. They also recommend that the court be empowered to give sanction beforehand to such departures from the terms of any trust as have become expedient owing to altered circumstances, and are for the advantage of those beneficially interested. They also consider that the practice in obtaining the direction of a judge, which has been described as a litigation in miniature, ought to be cheapened and simplified. Under present circumstances it is not surprising to learn that much difficulty is found in inducing competent persons to undertake the office of trustee. The gentlemen representing the Incorporated Law Society expressed the opinion that this had been exaggerated. There may have been exaggeration in some quarters, but there can be little doubt that the difficulty is very real and increasing, especially with poor people, whose circle of relatives does not contain many persons of education. Apart from the difficulty of finding competent persons to act as trustees, the frequency of instances in which beneficiaries suffer loss from the defalcations of dishonest trustees, or the negligence of careless and incompetent trustees, is a very serious matter. Probably few trustees contemplate dishonesty when they first enter upon their duties, or have the opportunity of being dishonest while they are associated with others in the trust. It is when all the trustees except one have died or retired, and no fresh appointments have been made, that the temptation and opportunity arise. And the cases in which the temptation prevails are often those in which the trust has continued for a considerable number of years, and the circumstances or position of the trustee has been altered. However this may be, the evidence puts it beyond question that large sums of money are annually misappropriated by private trustees. No doubt the money so stolen bears but a small proportion to the vast sums in trust in this country; but though accurate statistics upon such a subject are not available, the highest authorities confirm the prevalent opinion of the public that much loss and consequent suffering is caused by this kind of malversation; and those who suffer are chiefly the poorer and more helpless. In great estates, where the best legal advice and supervision are attainable, and persons of responsible position can be obtained as trustees, the risk is much less than with small properties. A great deal of troublesome and gratuitous work is undoubtedly done by trustees in all classes of life, and, in the great majority of cases, with entire honesty; but if trustees are disposed to be dishonest they have much greater difficulty in compassing their ends where the beneficiaries are educated people, with access to legal advisers of good position, than where the beneficiaries are themselves uneducated or too poor to obtain efficient assistance. A suggestion was made in the course of our inquiry which, if practicable, would certainly be of considerable value. Most of the cases in which trust moneys are stolen appear, as already stated, to be those in which, either under the terms of the original appointment or by the death of a co-trustee, the property is vested in a single person. Obviously it is more difficult for a man to commit a dishonesty where the concurrence of another is needed. Accordingly it was suggested that, at all events where trust moneys standing in the name of two or more trustees pass by survivorship to the sole control of one person, the law ought to forbid any alienation of the fund by the surviving trustee without preliminary notice to the *cœtui quo trust*. There might be difficulties in carrying out these suggestions which it would be inappropriate here to consider. There would still remain the cases in which the trust funds consist of cash, negotiable securities, book debts, merchandise, personal chattels, and other property not standing in any names. There would also remain the cases of misappropriation by the combined dishonesty of two or more trustees, which, though of less frequent occurrence, do nevertheless occur, as well as those in which one dishonest trustee procures from innocent but inattentive colleagues the signatures necessary to enable him to perpetrate a fraud. In some degree greater strictness in the criminal law might tend to diminish misappropriation of trust funds. Under the present law a simple trustee who misappropriates property to his own use is not liable to criminal proceedings unless the trust is constituted by some instrument in writing; whereas a person intrusted with property for safe custody in his capacity of banker, merchant, broker, solicitor, or other agent of a like character, who misappropriates it, is liable to criminal proceedings. No doubt the excuse for this distinction is that in the latter instance the character of the occupation sufficiently denotes the nature of the duty, while in case of ordinary persons holding property with no written instrument describing the nature of their duty, they might be placed in unfair peril if it were possible upon merely oral evidence of the nature of the trust to convict

them criminally of having violated it. But, although this consideration points to the necessity of caution in altering the law, it does not justify the continuance of a law which enables many persons guilty of stealing money indisputably held upon trust to escape the punishment which they deserve. Your committee recommend such an alteration of the law as shall end this anomaly. It appears, however, to your committee that no extension of the criminal law will be sufficient to provide a remedy for existing evils. The criminal law already punishes those who misappropriate property which they hold as trustees under a written instrument, but such misappropriation is still too common. Some further remedy is required. It would be an immense benefit if those who desire to place their money in trust for others, or to have their money distributed at their death, or who are the beneficiaries under trusts, could know that there was within their reach a cheap method by which they could secure just administration of the trust funds with an absolute assurance of security. It would also be a benefit to trustees, who from unforeseen difficulty or from altered circumstances might desire to be relieved of their burden, that they should be able without expense to transfer to competent and responsible hands those duties which they can no longer satisfactorily or conveniently discharge. Unquestionably, there exists a widespread desire for some such facilities; and numerous witnesses of the very highest authority expressed decided opinions in favour of enabling those who desired it to place trust funds under the control and management of some public authority, subject always to the right of that public authority to decline any trusts which might appear undesirable to undertake. A Bill for the establishment of a public trustee was introduced by the late Government in 1890, and passed through the House of Lords, after being carefully considered. It was approved by all the law lords, and met with the general assent of that House. It was afterwards introduced by Mr. Goschen, then Chancellor of the Exchequer, into the House of Commons, though it did not reach a second reading. Similar Bills have been previously introduced in the House of Commons by Colonel Howard Vincent and Mr. Warrington. The Incorporated Law Society deputed two gentlemen, the Incorporated Law Society of Dublin deputed one, and the Associated Provincial Law Societies also deputed one to represent their views. The ground taken in their evidence by all those gentlemen was substantially the same; they did not consider that beneficiaries do in fact sustain such losses from dishonest trustees as would justify the introduction of the proposed change. They considered that any such project would involve additional expense in the administration of trusts; that an official trustee could not exercise the discretion required in such matters, for example, as making payments for the maintenance or advancement of children or the approval of marriages, the granting of leases, the management of mines, or the carrying on of businesses, and that upon each step he would have to be satisfied by legal evidence at considerable expense of every fact relating to the family history or requirements which would be known without inquiry to a private trustee. Speaking generally, their criticisms were directed rather against the administration than against the custody by a public official of trust moneys. A further ground of objection was, that though it was proposed to make the employment of a public trustee purely voluntary, yet hereafter, when the expense of establishing that functionary and his office had been incurred, and there was found to be no business, or not sufficient to defray the expenses of the establishment, Parliament would proceed to make the employment of the public trustee compulsory. In this apprehension your committee are unable to concur, though they agree that any Act for the establishment of a public trustee should be entirely optional, except in so far as courts of justice in particular instances think fit to appoint a public trustee. In regard to the other objections, your committee, while not questioning the good faith with which they were presented, cannot accept them as valid. No one can doubt that the best method of administering trusts is by private trustees, if men can be found competent, honest, and willing. The difficulty arises where competent persons cannot be found, or where persons, believed to be honest, shew themselves dishonest. The extent to which defalcations occur has been already dealt with. Experience in Scotland and in New Zealand, to which reference is made later, has not shown that complaint arises on the score of expense, and if proper rules are made there need not be any complaint on that score in England. In the great bulk of trusts no delicate discretion has to be exercised, nor is it obvious why a judicious public trustee should not exercise a wise discretion in such matters, as is constantly done by judges in the case of wards of court. As regards the alleged necessity of a public trustee satisfying himself by legal and costly evidence of family facts or family requirements, that also has not been found an obstacle either in Scotland or New Zealand. Provisions exist under the Judicature Act, 1894, by which rules of court can be made dispensing with this technical necessity in the distribution of property, and it appears to your committee that it would be easy to adapt that machinery to the case of a public trustee and avoid the evil which is apprehended. It appears to your committee that a case has been made out in favour of the establishment of a system under which private trusts can be administered, if so desired, by or under the control of some official or judicial authority, which should also have the custody of the funds.

The next point for consideration is, in what manner, or by what machinery, such a system can best be worked. Upon this point various suggestions were advanced. Several witnesses advised the establishment of a department, at the head of which should be a public trustee in London, with branches throughout the country. Any person to be at liberty to appoint the public trustee to administer any kind of trust, testamentary or other, and any existing trustee to be at liberty to apply that the public trustee should take over his functions. On the other hand, the public trustee was to be free to decline any trust if he considers it inadvisable or inconvenient to accept it, and to be able, where he thought it



necessary, to employ solicitors or other persons familiar with any particular matter which he might undertake, and also to apply, without formality or expense, for directions to a judge in chambers. It was also urged that the public trustee should be able to act in conjunction with a private trustee, the trust property to be vested in the former. The charge for this service to be a commission, regulated by a scale settled by the Lord Chancellor and the Treasury. No immediate appointment of any large number of officials was contemplated, but rather a commencement upon tentative lines with a view to extension as circumstances should require. This was in substance the proposal made in the Government Bill of 1890. A system of this character already exists in New Zealand. It was established in 1872, and found great favour. Some causes of complaint arose, not apparently of a very serious character. In 1891 a Royal Commission was appointed in the colony to inquire into these complaints, and in 1894 a consolidating Act was passed embodying all previous legislation, and including some changes recommended by the Royal Commission. The main features of the Public Trust Office in New Zealand, so far as they relate to private trusts, are as follows: There is a public trustee who has an advisory board constituted of three members of the Ministry and four other officials. He cannot be compelled to accept any except a limited class of trusts, but he may accept any private trust. He does not, as a rule, accept trusts which involve a good deal of discretionary work, and declines any trust unless the provision of the deed, will, or instrument allow of an investment of the capital fund in first mortgages of the colony, or in the stocks, funds, debentures, or securities of any British colony, or according to the Public Trust Office Acts. Hitherto larger estates have not found their way, as a rule, into the hands of the public trustee, though the tendency is more in that direction than it was. Only a very small percentage of trust funds are at present in his control. It is in small estates, and especially small intestate estates, that the public trustee has done his most useful work, and we were informed that this institution is much esteemed in New Zealand. At the end of 1893 there were estates in the Public Trust Office amounting in capital value to £1,450,917, of which nearly one-half were strictly private estates. The population of New Zealand is about 700,000, scattered over a large area, and this, of course, makes the conditions somewhat different from those in England. A second proposal was made, also, in favour of the appointment of some public official to hold trust property, and administer private trusts, with the option of declining such as he thought fit, but differing in one point of considerable importance. According to this project, the persons to administer private trusts were not to be officials of any department, but were to be officers of the courts of justice, under the immediate supervision and control of a judge. Under the existing law in England, the Chancery Division of the High Court is able, when it thinks fit, to assume and carry out the general administration of any trust estate. Orders for general administration, however, are not readily granted if opposed, the matter resting now in the discretion of the judge in the circumstances of a particular case. Although the cost of such proceedings is less than in former times, it still is sufficiently heavy to be prohibitive in the case of small estates, and probably for the same reason this method is rarely adopted, even in larger estates, unless contentious questions arise which require litigation. One feature of the present system seems to be that any party disposed to be troublesome can inflame the expense of administration. Parties of this disposition abound in courts of law. In the course of inquiry a third method was suggested, or rather suggested itself, after the evidence of Lord MacLaren, one of the Lords of Session in Scotland. Your committee learned that there is already in existence in Scotland a system of administering private trusts, under judicial supervision, which appears to have worked admirably. The system has grown gradually, and has been extended, so that now what is called a judicial factor can be appointed by the court, practically, in every private trust, whether upon the death, resignation, or declination of trustees, as well as in cases of lunacy or intestacy. And, if upon the creation of a trust, whether by settlement or will or otherwise, or whether of long or short duration, the trustor desired that his intention should be carried out by a judicial factor, the court is able to make the appointment. The sheriff courts have a limited jurisdiction in certain matters. The practice is as follows: Upon the application of those beneficially interested in the trust property, or of some only among them, if the court thinks it expedient, a person usually agreed upon, but sometimes selected by the court, is appointed judicial factor. He is not an official, but a private individual—generally an accountant. All the trust property vests in him, and he is thenceforth accountable for its investment and administration. He gives security for the due discharge of his duties and receives such commission, varying from 1 to 3 per cent. per annum, upon the income of the trust estate, as is fixed by the judge or the accountant of court, and he may employ solicitors or other professional men only where it is necessary. He has to keep regular accounts, which are sent once a year to the office of the accountant of court, and audited. He has to keep a separate bank account for the trust money, and is liable to a penalty and deprivation of office if he keeps more than £50 for more than ten days in his own private account. He cannot exercise any discretionary power without first making a report to the accountant of court, and if there is any difficulty it is brought under the notice of the judge. If, upon the annual account being submitted, the accountant of court sees any doubtful or unauthorized security, he makes an order for reinvestment. Whenever the accountant of court has reason to suspect anything wrong he can call for vouchers of all the investments, and if not obeyed at once he can call upon the judicial factor to consign the amount in the bank. The judicial factor can prove a will, and if authorized by the court, as he sometimes is, can carry on a business. The capital value of the property at present administered under the system in Scotland is about eight millions sterling, which, supposing that the wealth of England were taken

as ten times that of Scotland, would correspond to a sum of 80 millions in the larger country. During nearly half a century since this system came into operation no single trust estate has lost anything by the defalcation of a judicial factor. In the few instances of dishonesty which have occurred the loss has been made good by the sureties. It appears that there is very little difference between the expense of a judicial factor and a private trustee. The commission covers a good deal of work, some of it being work which if there were a private trustee would be done by a solicitor and charged for by fees. Judicial factors are very often appointed in quite small estates of a few hundred pounds, such as may have been accumulated by a successful working man, and the system is largely taken advantage of and gives great satisfaction in Scotland. In considering what methods would be most suitable for England, the primary conditions of success must be borne in mind. It is indispensable to the success of any system that it should be inexpensive; that those who administer it should be easily and promptly accessible, and personally ready to take the same steps as a sensible private trustee now takes to acquaint himself with all that belongs to the trusts committed to him. Whether the system is to be worked by an official department, or by a court of justice, or by co-operation between the two, the individual who on any particular occasion manages the trust must not be separated either by official red-tape or by judicial etiquette from those with whose interests he has to deal. It must be made clear that he is not a person to be approached by formal proceedings, either of an official or of a legal character, requiring to be satisfied of the most trifling fact by prolix and expensive proof, but a man empowered and required to use his own judgment, to make any necessary inquiries for himself, and to take the initiative in the interest of the trust either of his own motion or at the request, however informal, of anyone concerned. If such administrators be made available to any who desire their services, the system would be of the highest utility. But if all that can be offered to the public is an elaborate hierarchy of hardly accessible officials, or a reproduction of the tedious and costly methods of the past, it would be as well to leave things as they are. Your committee have arrived at the conclusion that the desired result might be attained by the employment of suitable persons in each district, who should be subject to judicial control. The trust funds should be deposited either in court or with the Paymaster-General, no securities being at any time allowed to stand in his name the holding of which involve a liability; with this reservation any investments authorised by the terms of the trust instrument or by the law and practice of the court might be permitted. It might be advisable to enable the court in special cases to allow the trust funds to stand in the name of the person appointed to administer the trust, as is always done in Scotland, but then he ought to find security. It does not appear desirable that the persons appointed to administer trusts under judicial control should of necessity be officials. There ought, indeed, to be in every district an official whose duty it should be to undertake that function when required to do so. Such officials might be from time to time selected by the Lord Chancellor for this purpose from the district registrars and county court registrars in the country, or from the wider range of court officials in London. Or an even larger field of choice might be left to the Lord Chancellor. But it ought to be also possible to appoint a professional or other suitable person, such as a solicitor or accountant, preferably on the recommendation of those interested, of whose probity and capacity the court is satisfied. Such a trustee would frequently know the requirements and affairs of the beneficiaries, and for the sake of his own credit, as well as with a view to further employment of a like kind, would be under an inducement to discharge his duty efficiently. A commission should be charged for these services, upon a scale to be fixed by the Lord Chancellor and the Treasury, such as will cover the remuneration of any non-official who might be appointed, and ensure that the scheme shall be self-supporting. Whosoever is appointed to administer a trust, whether an official or a non-official person, ought to be required to act precisely as private trustees now act, using his own discretion, and proceeding not as a judge, but as a man of business. But in all respects he should be in the situation of an officer of the court, able to ask for directions, and bound to obey them, whether asked for or not. In any case of difficulty he should be at liberty, without either formality or expense, to consult the judge, who might, if he thought it necessary, give other parties an opportunity of presenting their views, or informing his mind before giving his directions. Like facilities should be given for hearing any complaint or representation by persons interested in the trust. In short, if these matters are to be under the control of a judge, it is essential that he should on occasion supervise administration without formality. If such supervision is available, it will command the complete confidence of the public, and will secure efficiency. All judges of the High Court, and such judges of county courts as the Lord Chancellor may from time to time authorise, should be empowered to exercise these powers. Accounts should be rendered at fixed periods by all persons so appointed to administer trusts, and audited officially. Your committee were much impressed with the advantages of the system of annual audit by the accountant of court in Scotland. They recommend that a similar provision be made in regard to England, and that an official auditor be enabled to make representation to the court as to any trust being administered under the control of the court at any time, and may also at any time be required by the court to investigate and report upon the management of any such trust. It would be not only unnecessary but mischievous to make any such system as is here proposed compulsory. Either those who create trusts, or trustees themselves, should be empowered to apply for administration under the control of the court, and the court should be at liberty to decline such administration. Beneficiaries should be enabled to make a like application, but in every case the discretion of the court should be unfettered. Any appointment should be revocable at discre-

tion. It would be necessary to provide rules for regulating the procedure of the courts in regard to the administrative as well as the financial side of the proposed scheme. Your committee consider that much will depend upon the scope and thoroughness of these rules. In particular, they ought to prevent the possibility of litigation at the expense of the trust fund except where absolutely indispensable, and to ensure the disallowance of any expense or outlay by the appointed trustee except where from the nature of the payment or of the work done it was practically impossible for him to avoid it. In view of the fact that both administration and finance will be involved in these rules, your committee recommend that the rule-making authority should be the Lord Chancellor with the concurrence of the Treasury. Your committee recommend legislation for England and Wales upon the lines above indicated.

6 May, 1895.

## LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

### INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 25th of April, 1895 :—

Adkins, Arthur Douglas John, B.A.	James, Richard Redfern Lechmere
Armitage, Edward Ernest	James, Walter Robert
Armstrong, John Arthur	Jefferies, Harry John
Atwater, Walter Jones	Jones, Eden Haythorne
Badham, Lewis George	Kelly, Robert Stewart
Barker, Elliot Francis, B.A.	Kent, Charles William, B.A.
Barrett, Herbert Roper	King, Horace Shirley Freeman, B.A.
Bates, Alfred	Lewis, Herbert Somers
Batley, James Arthur	Loy, Roland Howell, B.A.
Baxter, Robert William, B.A.	Liddle, Rowland Pemberton
Bennett, William	Longhurst, Vernon Braley
Bradford, William James	Lucas, Clarence Cecil
Brown, Percy Elwick	McEvoy, John
Brunn, Julian Henry	McLintock, Walter Oswald
Calcott, Percy Berkeley	Maclure, Alan Francis
Canning, Arthur Lionel	Malthouse, Ernest Edward
Chatwin, Leslie Boughton, B.A.	Mander, James Curzon
Clapham, Henry Sheffield	Marley, Hugh
Claridge, Charles Raymond	Marx, Emile Maurice
Clemesha, Henry Wordsworth, B.A.	May, William John
Cocks, John William	Millar, Martin
Collis, Frederick Orton	Milliken, William Drummond
Cooper, James	Milner, Mark Percival
Cotman, Leonard, B.A.	Morton, John Adam
Crabtree, James Fox, B.A.	Mossop, Harold Charles
Cruise, William Edward Vincent	Mowll, William Rutley
Curtis, Francis John Fallowfield	Mullen, Robert Gordon
Dallimore, Henry Dickens	Naylor, Harry Hubert
Danger, Henry George	Nelson, Horatio William, B.A.
Daniel, Henry Kenyon	Nere, Alban
Davies, Arthur	North, Harold George
Davies, Harry Edward	Oppenheim, Watkin, B.A.
Davies, Robert	Parker, John Clement, B.A.
Davies, Robert Cromptley	Payne, Arthur Vigar
Davy, Henry Rawle	Phillips, Henry George Hilliar
Dixon, Charles Percy	Morgan
Dymond, Robert	Poole, Charles
Ellison, Cyril	Preston, Frank
Elwen, Frederick William	Price, Robert Peel
Fairbrother, Harold	Quinn, Hugh Clement
Fenton, Frederick, B.A.	Reece, Edmund Llewellyn Bernard
Fisher, Arthur Clement	Rhodes, George Basil
Forwood, William Miles Moss, B.A.	Ritson, Ralph Henry Charles
Fraser, Hugh Winkworth, B.A.	Rolfe, Edgar Charles
Fuller, Rupert John	Ross, Alexander William
Gale, Albert Curwen MacLaine	Sadler, Hugh Robson
Goodman, Montague	Salt, Thomas Fosbrooke, B.A.
Gowling, John	Sandford, Percy Alexander
Greaves, John	Sewell, Harry Bolton
Gregory, Charles	Sewell, William Woodville Robert-
Haigh, William Mackenzie	son, B.A.
Hannaford, Charles Henry Holman	Shackell, Trevor John
Harrison, William Sparrow	Sharman, Hereward Reid
Harvey, Gerald Richard Musgrave	Sharpe, Percy Barlow
Hayes-Robinson, Roger, B.A.	Sheppard, Philip Neville Fream,
Hibbert, Percy	B.A.
Hillcary, Edward Langdale, B.A.	Sidebotham, William Henry
Hingley, Alfred Edward, B.A.	Sills, George Reginald
Hird, James William	Silverston, Bertram, B.A.
Hodgson, John Frederick	Singleton, Alfred Henry
Holt, Edmund Henry, B.A.	Sisson, Frank
Hoyle, Robert William	Small, Herbert William
Hudson, Percy Arthur, B.A.	Sneath, Frederick Charles Russia
Hudson, William	Stansbury, Ernest Cecil
Hurd, Reginald John Wickham	Steele, Richard Irvine
Hurst, Joseph	Stephens, William Edgar
Hursthouse, Henry	Stewart, Bertrand
Jackson, Guy Wilberforce	Stiles, Alfred Henry Hanson
Jackson, Hugh MacDonald Caunter	Talbot, Herbert Percy

Taylor, Percy James  
 Taynton, Herbert Myon  
 Thomas, Daniel Howell Rowland  
 Thomas, John Evans  
 Thompson, Arthur Henry  
 Thompson, Harry Davis  
 Titley, John Edward Addison  
 Travers, Harold Paget  
 Trebarne, William John  
 Tripp, Guy Harold Howard  
 Trump, William Henry

Upton, Robert George  
 Wade, Marcus Ithel  
 Warren, Godfrey Francis, B.A.  
 Weir, Clement Burnett, B.A.  
 Weston, Frederick William  
 Williams, Charles Parry  
 Wilson, Colin McClure  
 Wilson, Hew Annandale, B.A.  
 Wilson, William Roberts  
 Wingent, Frank Stedman  
 Young, Charles William

### FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 25th and 24th of April, 1895 :—

Albu, Albert	Hobson, Alfred Allen
Alcock, James	Hodgkinson, George Edmund
Anderson, Frank	Hutchinson, George
Arden, Christopher	Johnson, Richard Vincent
Arnold, Robert Anthony, B.A.	Jones, Arthur Lloyd
Atkinson, Cyril	Jones, William Taylor
Attwood, Charles Neville	Lambert, Frederick Charles
Bailey, Charles Frederic	Learoyd, Ernest Gordon
Bainbridge, Florence Anthony	Lucas, William Wrathal
Barnes, Walter James	Lywood, Charles
Bayly, John, B.A.	Macdonald, Kenneth
Beale, Hubert Kenrick, B.A.	Mackrell, Joseph Henry
Blake, Percy Charles Dashwood,	Malden, Alfred William, M.A.
M.A.	Marshall, Thomas Wilfrid, B.A.
Booth, Richard	Maw, Richard Park, B.A.
Brayne, Henry Francis Robert, B.A.	Mortimer, Frederic Charles Tandy
Brentnall, Percy Smith	Munne, Hugh Summers, B.A.
Breton, William Harvey	Nicholson, John William
Buckley, Charles Arthur	Pochin, Frederick
Chadwick, Walter Alfred	Pratt, Charles Newton
Chaplin, Allan Nugent	Rayner, Malthus Bromley
Chapman, Ernest Lewin	Redfern, Richard
Clarke, Guy Fallows	Richards, Frederick William, LL.B.
Cross, Edward Peel	Riddale, Arthur Francis
Cunningham, Frank Bennett	Ritson, Vernon Ashley
Currey, Edmund Samuel, B.A.	Rydon, Henry Walter
Danks, Arthur Benjamin, B.A.	Rye, John
Davies, Claude Ralph	Scott, Herbert Hanger
Davies, John Daniel	Smallwood, Arthur Irving, B.A.
Drury, Garforth	Spencer, Arthur Norion
Elwes, Henry Geoffrey	Stein, Henry Walter
Emery, Henry Alcock	Temple, William
Evans, Alfred Edward	Tennant, George Frank Dalrymple
Forward, William Bryan	Thomas, Moses
Gain, Harry Goodenough	Tilston, William Bereaford
Garrard, Charles Eagle	Walsh, Andrew Lewis
Gilbertson, Charles, B.A.	Warren, Alfred Robert, B.A.
Gittins, Frederick	Watkins, Humphrey Walter
Glyn, Arthur Robert, B.A.	Whitehead, William Marquis, LL.B.
Greening, Robert	Wilford, John Womersley, B.A.
Haddock, Percy	Williams, Herbert, M.A.
Hanson, Henry	Wilson, Frank Hebdien
Hatt, Edwin Thomas	Winder, Sidney Blane
Henderson, Walter Scott	

### LAW STUDENTS' SOCIETIES.

**LAW STUDENTS' DEBATING SOCIETY.**—May 14.—Chairman, Mr. Nugent Chaplin.—The chairman presented his accounts for the past session, which showed a balance of £26 19s. 2d. in hand and assets £380 2s. 2d. The accounts were adopted and directed to be printed and entered on the minutes of the society. The committee presented their report for the past session, from which it appeared that the number of members who had been elected during the past session was larger than during the previous year, and that the society was in a prosperous and satisfactory condition. The secretaries, treasurer, reporter, and members of the committee were re-elected for the ensuing session.

## LEGAL NEWS.

### APPOINTMENTS.

Mr. G. H. T. FOSTER, solicitor, of Malvern Link, has been appointed a Commissioner for Oaths.

Mr. WILLIAM BRANDFORD GRIFFITH, barrister (Resident Magistrate of Jamaica), has been appointed Chief Justice of the Gold Coast Colony.

DIWAN BAHADUR SUBHAYAR SUBRAMANIAM AIYAR, C.I.E., has been appointed a Judge of the High Court of Judicature at Madras, in the place of Sir T. Muthuswami Aiyar, K.C.I.E., deceased.

### CHANGES IN PARTNERSHIPS.

#### DISSOLUTIONS.

HENRY AUGUSTUS GRATTAN BARNETT and WILLIAM DAWSON DARGUE,



solicitors (Grattan Barnett & Dargue), Ilfracombe. May 7. Each partner will continue to practise on his own account at Ilfracombe aforesaid.

ALFRED THOMAS IVENS and PHILIP WILLIAM FROWD PHILIPS, solicitors (Ivens & Phelps), Portsmouth and Gosport. April 11.

[Gazette, May 10.

### GENERAL.

The Press Association is informed that Mr. Geo. F. Pollock, Senior Master of the Supreme Court and Queen's Remembrancer, who is over eighty years of age, is about to retire, and the office will then be abolished.

The Attorney-General (Sir R. T. Reid, Q.C., M.P.) will entertain the law officers of Ireland and Scotland, the official counsel and solicitors connected with his department, and others at dinner in the Inner Temple Hall on Saturday, the 25th inst., in celebration of her Majesty's birthday.

The Times says that the place of the Lord Chief Justice as Whitsun Vacation Judge will be taken by Mr. Justice Cave and Mr. Justice Kennedy, who will attend at Queen's Bench Chambers in turn on certain days during the vacation.

The judges (Cave and Wills, JJ.) have fixed the following commission days for the summer assizes on the Northern Circuit:—Appleby, Friday, June 28; Carlisle, Monday, July 1; Lancaster, Friday, July 5; Manchester, Tuesday, July 9; Liverpool, Thursday, July 25. Mr. Justice Cave will go on circuit alone until Manchester is reached, when Mr. Justice Kennedy will join the circuit. The judges (Mathew and Bruce, JJ.) have fixed the following commission days for the summer assizes on the North-Eastern Circuit, viz.:—Newcastle, Saturday, July 6; Durham, Saturday, July 13; York, Saturday, July 20; Leeds, Thursday, July 25.

At the West London Police Court this week Mr. Curtis Bennett intimated that in all probability he should soon cease to be the senior magistrate of that court. It is understood, says the Times, that Mr. Curtis Bennett, who was appointed a magistrate in February, 1886, succeeding Mr. Shell, will be transferred, at his own request, to Marylebone Police Court, in the room of the late Mr. Cooke. Mr. Lane, Q.C., of North London, is likely to succeed Mr. Curtis Bennett at the West London court.

The St. James's Gazette says that Mr. R. G. O. Johnston, of Newry, one of the best known solicitors in the North of Ireland, was taken suddenly ill about eleven o'clock on Wednesday night and died within an hour. He had attended before the Land Commissioners during the day, and conducted several cases. Mr. Johnston was solicitor to the county Down, county Armagh, and Newry Unionist Associations, and acted as legal adviser to Earl Kilmorey, the Marquess of Downshire, and other Ulster landlords.

In the good old days in Washington, says the Central Law Journal, a lawyer who was discussing a motion before his Honour Judge Green, involving the question whether certain alleged facts amounted to fraud, in support of his contention read copious extracts from Browne on Frauds. In doing so he constantly called the author's name Brown-e. This grated on the learned and critical ear of Judge Greene, who at last interrupted the counsel with the question, "Why do you pronounce that name Brown-e?" "It is spelled," answered our friend, with charming gravity, "B-r-o-w-n-e; if that is not Brown-e I would like to know what it does spell." "I spell my name," said the judge, "G-r-e-e-n-e! you would not call me Green-e, would you?" "That depends," replied our friend, "on how your honour decides this motion." The judge waived the contempt, and joined in a general laugh.

Mr. Robert Walters, writing to the Times on the late Lord Selborne's early legal education, says, "On leaving Oxford Mr. Roundell Palmer became a pupil of my father, the late Robert Walters, a well-known conveyancer, of 30, Lincoln's-inn-fields. Lord Selborne during the past year, writing of my father, calls him his 'first instructor in the law,' and goes on to say:—'He (Mr. Walters) made me read through the whole of "Cruise's Digest" in the Long Vacation of 1835, by way of preparation for his pupil room; a strong order, I think, for a young man who till then knew nothing of law; but it was done, and I had never any reason to think the time lost.' It may interest some to know that in my father's pupil room were many who subsequently achieved success and distinction. Among them, in addition to him whose death we all must mourn, were Sir George Grey, Arthur Henry Hallam, Sir John Wickens, V.C., and the Right Hon. Spencer Walpole."

### COURT PAPERS.

#### SUPREME COURT OF JUDICATURE.

##### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, May .....	Mr. Ward	Mr. Clowes	Mr. Godfrey
Tuesday .....	Mr. Pemberton	Mr. Jackson	Mr. Leach
Wednesday .....	Mr. Ward	Mr. Clowes	Mr. Godfrey
Thursday .....	Mr. Pemberton	Mr. Jackson	Mr. Leach
Friday .....	Mr. Ward	Mr. Clowes	Mr. Godfrey
Saturday .....	Mr. Pemberton	Mr. Jackson	Mr. Leach
	Mr. Justice STEWART.	Mr. Justice KEENE.	Mr. Justice HOLMES.
Monday, May .....	Mr. Rolt	Mr. Lavis	Mr. Pugh
Tuesday .....	Mr. Farmer	Mr. Carrington	Mr. Beal
Wednesday .....	Mr. Rolt	Mr. Lavis	Mr. Pugh
Thursday .....	Mr. Farmer	Mr. Carrington	Mr. Beal
Friday .....	Mr. Rolt	Mr. Lavis	Mr. Pugh
Saturday .....	Mr. Farmer	Mr. Carrington	Mr. Beal

### BIRTHS, MARRIAGES, AND DEATHS.

#### BIRTHS.

GODFREY.—6th May, at 2, Pallensy-buildings, Weymouth, the wife of J. R. R. Godfrey, barrister, of a daughter.  
LAWRENCE.—14th May, at Inversnaid, Crouch Hall-road, Crouch-end, the wife of Clement John Lawrence, solicitor, of a daughter.  
LIDARD.—14th May, the wife of Herbert Lidard, of 7, Great James-street, Bedford-row, solicitor, of a son.  
MARTIN.—18th May, at Fairlight, Belvedere-road, Upper Norwood, the wife of Herbert J. Martin, solicitor, of a daughter.

#### MARRIAGES.

LAWRENCE-BOVEY.—14th May, at Christ Church, Crouch-end, N., by the Rev. Henry Lawrence, Albert Ernest, fourth son of Edmund George Lawrence, of 6, Raymond-buildings, Gray's-inn, solicitor, to Mabel Annie Bovey.  
WITCHELL-STILL.—7th May, at Stroud, Charles A. Witchell, solicitor, to Amy, eldest daughter of Edmund Alexander Still, of Inchbrook House, Stroud.

#### DEATHS.

CLIFFORD.—12th May, at his residence, 3, The Paragon, Richmond, aged 50, Philip Henry Clifford, barrister, second son of Frederick Clifford, Q.C., and formerly Fellow of Christ's College, Cambridge.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house 2 guineas; country by arrangement. (Established 1875.)—[ADVT.]

### WINDING UP NOTICES.

London Gazette.—FRIDAY, May 10.

#### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BOW MILLS CO., LIMITED.—Creditors are required, on or before June 12, to send their names and addresses, and particulars of their debts or claims, to Sidney Thomas Peirson, 17, Hertford-st., Coventry.

LEO CLUB CO., LIMITED.—Creditors are required, on or before June 8, to send their names and addresses, and particulars of their debts or claims, to James Hogan, 62, Borough rd, S.E.

NELSON INSTITUTE, LIMITED.—Creditors are required, on or before June 10, to send their names and addresses, and particulars of their debts or claims, to Daniel Morgan, Nelson, Glamorgan.

STEAMSHIP METAFEDIA, LIMITED.—Creditors are required, on or before June 8, to send their names and addresses, and particulars of their debts or claims, to George-Busk Crow, 3, Rumbold pl, Liverpool. Batesons & Co., solvers to liquidator.

WATERSIDE MILL CO., LIMITED.—Creditors are required, on or before June 22, to send their names and addresses, and particulars of their debts or claims, to C. H. Booth, 122, Katherine-st., Ashton under Lyne, solvers to liquidators.

#### FRIENDLY SOCIETIES DISSOLVED.

BEVINGTON HILL PROTESTANT FRIENDLY BENEFIT SOCIETY, All Saints' Schoolroom, Great Nelson-st., Bevington Hill, Liverpool. May 4.

GRAND MASTERS' COUNCIL OF THE GRAND UNITED ORDER OF ODD FELLOWS SOCIETY, York Hotel, Preston, Lancs. May 4.

London Gazette.—TUESDAY, May 14.

#### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-ITALIAN PRODUCE CO., LIMITED.—Petition for winding up, presented May 9, directed to be heard on May 22. Newton & Co., 24, Great Marlborough-st., solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 21.

COPENHAGEN (MARSHALLAND) CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before July 1, to send their names and addresses, and particulars of their debts and claims, to John Eastace, 10, St. Helen's pl, Inglet & Co., solvers for liquidators.

MIDDLESEX LAND CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before June 20, to send their names and addresses, and particulars of their debts, claims, or demands, to William Cleghorn, 22, Cannon-st., Collins, 2, Graham-bldg, solvers.

MIDDLETON COAL CO., LIMITED.—Creditors are required, on or before June 10, to send their names and addresses, and particulars of their debts or claims, to Hely Owen, York-shire Bank-chmbrs, Huddersfield. Owen & Bailey, Huddersfield, solvers for liquidator.

OLYMPIA, LIMITED.—Petition for winding up, presented May 11, directed to be heard on May 22. Moggridge, 4, Finsbury-lane, solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 21.

OLYMPIA, LIMITED.—Petition for winding up, presented May 14, directed to be heard on May 22. Day & Co., 37, Norfolk-st., Strand, solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 21.

OLD AND RARE FIRE INSURANCE POLICIES, &c., wanted to complete a Collection.—Particulars, by letter, to A. R. C., 76, Cheapside, London.—[ADVT.]

### CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 10.

AUSTIN, MARGARET, North Nibley June 4 Vizard & Co, Dursley

BEDWELL, BENJAMIN, Grundsburg, Farmer June 6 Joseph & Sons, Ipswich

BELL, WILLIAM, Manchester, Boot Dealer May 2 Robson, Manchester

BENSON, PATRICK JOHN, Hempstead, Surgical Gymnasium Keeper June 24 White, New Inn

BERRIFORD, Mrs CAROLINE, Leamington May 18 Rooper & Whately, Lincoln's Inn field,

BERRY, ELIZABETH, Southampton June 8 Willcocks, New Inn

BEVAN, HANNAH, Manchester June 7 Gaulty & Goodfellow, Manchester

BROOKS, WILLIAM HEDDER, California June 24 Ford, Brighton

BURTON, HENRY SAMUEL GEORGE, Washington, U S A June 5 Pashley & Hodgkinson, Botherham

CANDLES, BARBARA, Bookham June 15 Holmes & Son, Clement's lane

CARTWRIGHT, LOUISA, Manchester June 8 Gaulty & Goodfellow, Manchester

COOK, GEORGIANA, Notting Hill July 1 Caprons & Co, Conduit st  
 CROCKER, FREDERICK JOEL, Cannon st June 15 Sheffield & Co, St S. Cain's lane  
 DE CAYO, EDWARD GERARD, Brussels, Mining Engineer June 30 Clarke & Co, Gresham House  
 DOWKIN, JOSEPH, Newcastle upon Tyne, Engineer's Merchant May 31 Cooper & Goodger, Newcastle-on-Tyne  
 DUFF, ELIZABETH, Stockbridge June 10 Tylee & Mortimer, Rousey  
 DUNN, MARY, Wiveliscombe June 24 Booker, Wellington  
 EDWARDS, ESTHER, Maids Hill June 18 Griffith & Gardiner, Chancery lane  
 ENTWISTLE, BENJAMIN ELLISON, Architect May 18 Thorp, Bury  
 FLETCHER, FREDERICK FRANCHET, Carshalton June 10 Mackrell & Co, Cannon st  
 GILBERT, Right Rev DANIEL, Finsbury circus June 29 Bellord, King st  
 GODFREY, ELIZABETH, Stourbridge Feb 23 King & Sons, Stourbridge  
 GOOD, WILLIAM, Southsea, Cattle Dealer July 1 Way & Son, Portsea  
 GROOM, ROBERT, Hampstead, Esq June 21 Booty & Bayliffe, Gray's inn  
 HARVEY, JAMES, Bowdon, Gent June 11 Foyster & Co, Manchester  
 HARDCASTLE, HANNAH, Stockwell June 11 Cubison, King st  
 HARVEY, LOUISA ANN, Lewisham June 16 Marchant & Co, Lombard st  
 HEATHCOTE, Rev GEORGE, Arlington st June 7 Budd & Co, Bedford row  
 HEATWOOD, FRANCES ANNE, Upper Sydenham June 17 Tillett, Lombard st  
 HESLOP, WILLIAM, Oxford st, Tailor June 18 Allen & Son, 8, Sho  
 HORNER, EDWARD, Crayford, Esq July 1 Beck, Ironmongers' Hall  
 HODGE, JAMES, Haverstock Hill, Gent June 10 Baxter & Co, Westminster  
 KEMP, JOHN, Rochford, Builder June 10 Thompson & Hughes, Birkenhead  
 KITCHINGMAN, JAMES, South Kensington, Gent July 10 Blackford & Co, Walbrook  
 LOVERIDGE, WILLIAM, Whitechurch, Farmer June 24 Forward, Axminster  
 LUSH, ELIZABETH, Peckham June 24 Worrell, Coleman st  
 MARPLES, JOSEPH, Heeley June 24 Oxley & Coward, Rotherham  
 MARSHALL, ELLEN, Droitwich June 30 Gabb, Droitwich  
 MATTHEWS, TETTERNA, Heaviesee May 31 Tuckey, Bristol  
 MEERES, RICHARD MEERES, Gosport, Grocer June 11 Blake & Co, Portsmouth  
 NEATY, MARY, Rotherham June 24 Oxley & Coward, Rotherham  
 OUDEN, ISAAC, Champagne, U.S.A. June 9 Marsland & Co, Leadenhall st  
 OUDEN, PETER SKENE, Oregon June 9 Marsland & Co, Leadenhall st  
 OSBORNE, HENRY, Strand, Pawnbroker June 23 Nicholls, Lincoln's inn fields  
 POWELL, CHARLES, Richmond, Gent June 17 Geave & Co, Lincoln's inn fields  
 PRICE, WILLIAM, Kingston upon Hull, Chemist June 14 Priestman, Hull  
 RAWLINS, JOSEPH BENJAMIN, Sheffield July 1 Mrs Rawlins, 80, Derbyshire lane, Sheffield  
 RAWLINS, SIR HENRY CARSWICK, Bart, Berkeley sq, Major General June 10 Hores & Pattinson, Lincoln's inn fields  
 RENDALL, EDWARD, Garrick st June 7 Sutton & Co, St Winchester st  
 ROBERTS, ANNE, Llangefni June 29 Roberts, Bangor  
 ROBINSON, ALFRED, Oxford June 30 Batesons & Co, Liverpool  
 SANDERS, ANN, Hemyock, Devon June 1 Booker, Wellington  
 SCHILL, HERMANN, Manchester June 11 Collier & Carver, Manchester  
 SILCOCK, SARAH ANN, St Pancras June 15 Peacock & Goddard, South sq  
 SIMPSON, JOSEPH, Chingford, Gent June 10 Lucas & Ward, Eldon st  
 SMITH, WILLIAM, Clifton, Customs Officer June 1 Salisbury, Bristol  
 SNOWDON, ANN, Forest Hall June 1 Arnett & Co, Newcastle upon Tyne  
 SOUZA, MARIE LOUISE COUNTESS DE, Kensington palace mansions July 1 Caprons & Co, Finsbury  
 VINCENT, JOHN, Buslingthorpe, Market Gardener June 1 Malcolm, Leeds  
 WALKER, CHARLOTTE, Leeds June 1 Malcolm, Leeds  
 WATSON, EMILY, St Missenden June 21 Booty & Bayliffe, Gray's inn  
 WELCHMAN, ROBERT, Castle Cary, Gent June 24 Nalder, Shepton Mallett  
 WILSON, MARY ANN, Manchester July 1 Bailey & Son, Bolton  
 WOOD, GEORGE EDWARD, Streatham, Shipowner June 7 Goodman, East Molesay

London Gazette.—TUESDAY, May 14.

AINSWORTH, ROBERT, Barrow in Furness, Gent June 25 Townsend, Barrow in Furness  
 AKERD, SARAH, Folkestone June 29 Atkinson & Atkinson, Folkestone

BINDLOSS, AGNES SARAH, Kendal July 1 Milne, Kendal  
 BOSTON, EDWARD, Birmingham, Brass Caster June 23 Tardeton & Butlin, Birmingham  
 BOYD, CATHERINE EMILY, Ballycastle June 1 Cramie & Greer, Dublin  
 BRADBURY, WILLIAM DIXON, Oldham, Mill Manager June 10 Hores & Pattinson, Lincoln's inn fields  
 BRYAN, HANNAH, Higher Broughton June 24 Hockin & Co, Manchester  
 CANN, GEORGE, Crediton, Gent July 1 Sparkes & Co, Crediton  
 CAVELL, JOHN SCOTT, King's Cross June 13 Nokes & Stammers, Basinghall st  
 DICKEN, JAMES, Fulham, Gent May 31 Stone & Symonds, Wirksworth  
 DOBELL, HENRY WILLIAM, Eltham June 17 Sturt, Ironmonger lane  
 EDMUNDS, BURGESS, Oxford June 1 Galpin, Oxford  
 FLUCK, JANE ELIZABETH, Bleadon June 1 Smith & Sons, Weston super Mare  
 FOOTER, WILLIAM HENTLEY, Liverpool, Wine Cooper June 14 Nicholson & Pemberton, Liverpool  
 GALLSWORTHY, RICHARD, Hartgate, Tanner June 13 Bond & Co, Leeds  
 GARBUTT, BERTHAM, Wandsworth June 10 W H Garbutt, 27, Marlborough hill, NW  
 GARNER, THOMAS, Sheffield, Builder June 15 Neal, Sheffield  
 GODDARD, THOMAS JAMES, Lewisham rd, Stone Merchant June 17 Wilkinson & Son, Bermondsey st  
 GRAY, WILLIAM, Leicester, Gent June 12 Stevenson & Son, Leicester  
 HAMPTON, JONATHAN ROBERT, Manchester, Esq June 21 Hockin & Co, Manchester  
 HERBERT, ANN CHORIE, Penygraig, Draper June 1 Davies, Pontypridd  
 HERBERT ANNIE ELLEN, Hereford May 20 Matthews, Hereford  
 HEWITT, ELIZA, Leicester June 15 Wright & Son, Leicester  
 HODGE, JANE, Kingston upon Hull May 25 Jacobs & Dixon, Hull  
 HOLMES, WILLIAM, Bromley, Upholsterer June 11 Willett & Lather, Bromley  
 JUBB, THOMAS HENRY, Leeds, Farmer June 29 Nelson & Co, Leeds  
 LAWLIS, ELIZABETH, Salford June 15 Dixon & Linnell, Manchester  
 LEVY, JOHN, Rochester July 1 Rowcliffe & Co, Bedford row  
 LUDVIGSEN, NICHOLAS, Seacombe, Shipping Agent June 13 Budd, Liverpool  
 MAGGS, ELIZABETH, Winchcombe Aug 15 Wood, Winchcombe  
 MASKELL, JANE, Plymouth June 29 Worrell, Coleman st  
 MATHEWSON, GEORGE, Holloway rd, Gent June 23 Woodbridge & Sons, Serjeants' inn  
 MILLS, FREDERIC, Kensington June 15 E M J Mills, 3, Olympia mansions, Kensington  
 MOKEV, GERARD NOEL, Weybridge, Col June 30 Head & Co, Reigate  
 NORRIS, MARIA, Walsall June 24 C & E Woodroffe, Eastcheap  
 PAYNE, ELIZA, Lewes June 24 Blaker & Son, Lewes  
 PRICE, RICHARD KING, Maidenhead, Esq July 1 Richardson & Sadler, Golden sq  
 PHILPOTT, Rev JOHN, Ashford June 10 Philpott & Marton, Cranbrook  
 POOLE, EMILY, Bristol June 25 Gwynn & Masters, Bristol  
 POOL, SALOMON, Highbury New Pk, Cattle Salesman June 23 Harris, Coleman st  
 PROUT, JOHN, Strand June 24 Wilde & Co, College hill  
 PUTTBRILL, WILLIAM, Rugeley June 24 Russell, Lichfield  
 READ, THOMAS WILLIAM, Liverpool, Accountant June 10 Forshaw & Hawkins, Liverpool  
 ROBERTS, WILLIAM JESSOP, Melton Mowbray July 1 Jessop & Co, Sleaford  
 ROMAINE, JOHN, Devizes, Builder June 5 Norris & Hancock, Devizes  
 ROW, ALFRED, Clapham rd, Butcher June 24 Welborne & Son, Southwark  
 SAINT, JOHN JAMES HEATH, Lexham gar, Barrister at Law June 24 Carlisle & Co, Lincoln's inn  
 SPARSHOTT, THOMAS EDWARD, Bermondsey, Oilman June 8 Lockyer & Avery, New Cross rd  
 SMITHIES, JOSEPH HOLROYD, Elland, Worsted Spinner July 1 England, Halifax  
 STRACHAN, HORACE WARD, Nottingham pl, Gent June 24 Churchill, Essex st  
 STEWART, MATILDA, Cheltenham June 21 Clutterbuck, Gloucester  
 TROTMAN, THOMAS, Kentish Town June 16 E & J Mote, Gray's inn  
 UTTERBOX, LOUISA KATHERINE, Bourne mouth June 24 C D W Fowler, St Michael st, Southampton  
 VENABLES, CAROLINE MARY, Lincoln June 12 Toynbee & Co, Lincoln  
 VENABLES, Rev EDMUND, Lincoln June 12 Toynbee & Co, Lincoln  
 WHEWELL, JOHN BIRCHER, East Harling, Farmer May 21 Miller & Co, Norwich  
 YVILE, ANN BOLING BUCHANAN, Abingdon rd June 15 Few & Co, Surrey st

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 10.

### RECEIVING ORDERS.

ANDERTON, FRED WAINWRIGHT, Halifax, Veterinary Surgeon Halifax Pet May 8  
 ARBUS, PHILIP PROCTOR, Liverpool, Jeweller Liverpool Pet April 6 Ord May 8  
 BALL, WILLIAM, Truro, Tailor Truro Pet May 6 Ord May 6  
 BARNES, ANEL, St Wakering, Farmer Chelmsford Pet May 3  
 BARDLEY, JAMES, Oldham, Brass Finisher Oldham Pet April 17 Ord May 2  
 BATEMAN, WALTER, Bristol, Plumber Bristol Pet May 8  
 BOOTH, ALFRED, Hoxton, Grocer High Court Pet March 19 Ord May 7  
 BOYD, ROBERT NATHANIEL, Brixton Hill, Provision Merchant High Court Pet Feb 25 Ord May 4  
 BRAHARD, MARIE, Tottenham, Licensed Victualler High Court Pet March 2 Ord May 7  
 BRIGHTMAN, EMMA JANE, Middlesbrough, Draper Stockton on Tees Pet May 7 Ord May 7  
 BROWN, GEORGE, Idmeston, Outfitter Exeter Pet May 7  
 CHARLESWORTH, CHARLES, Sheffield, Cutlery Manufacturer Sheffield Pet May 6 Ord May 6  
 COHEN, GEORGE MANCHESTER, Temple, Barrister at Law High Court Pet April 10 Ord May 7

COOK, JOSHUA, Kingston upon Hull, Ketchowner Kingston upon Hull Pet May 7  
 COOKE, CHARLES, Warrington, Photographer Warrington Pet May 8 Ord May 8  
 CRAW, THOMAS, Stanton in Peak, Grocer Derby Pet May 7  
 CULLEY, THOMAS BENJAMIN, Barrow in Furness, Railway Foreman Ulverston Pet May 6 Ord May 6  
 DAVEY, JAMES MAYNARD, West Ham, Wharfinger High Court Pet April 5 Ord May 7  
 DEAN, JOHN M, Staines Kingston, Surrey Pet Jan 4  
 DUKE, CHARLES, St Leonard's on Sea, Eating House Keeper Hastings Pet May 8  
 GARNON, JOHN, Swinfield, Farmer Canterbury Pet May 8  
 GITTS, MARY, Exning, Widow Cambridge Pet April 20  
 GOULDEN, BROOKLEY HAWTREY, Sutton, Wharfinger High Court Pet April 5 Ord May 7  
 GROOMBRIDGE, JOSEPH, Hastings, Saddler Hastings Pet April 20  
 HADLEY, JAMES LORRY BRETHERTON, Cavendish rd High Court Pet May 7 Ord May 8  
 HANBROD, WILLIAM, Norwich, Merchant Norwich Pet May 7 Ord May 7  
 HATFIELD, WILLIAM, Bradford, Phrenologist Bradford Pet May 7 Ord May 7  
 ISBETSON, ARTHUR, Leeds, Painter Leeds Pet May 4  
 LAWTON, HANNAH, Barnsley, Milliner Barnsley Pet May 7 Ord May 7

MALEDY, JOHN, Wigan, Draper Wigan Pet May 4 Ord May 4  
 MONCUE, ARTHUR, Old Kent rd, Plumber High Court Pet March 25 Ord May 8  
 O'BULLIVAN, TIMOTHY, Downais, Licensed Victualler Merthyr Tydfil Pet May 8 Ord May 8  
 PAINE, CHARLES, Commercial rd, China Merchant High Court Pet May 1 Ord May 8  
 PAVEY, ALFRED, Abridge, Auctioneer Wells Pet May 6 Ord May 6  
 TAYLOR, HARRY CARL, Newtown, Grocer Newtown Pet May 8 Ord May 8  
 TUCKER, WILLIAM THOMAS, Nelson, Glam, Builder Pontypridd Pet May 7 Ord May 7  
 VIRE, ALFRED EDWIN, Bradford, Yeakey Weaver Bradford Pet May 2  
 WARREN, GEORGE ERNEST, Gainsborough, Pawnbroker Lincoln Pet May 6  
 WILSON, THOMAS ULLATHORNE, Middlesbrough, Insurance Agent Stockton on Tees Pet May 7 Ord May 7  
 WRIGHT, JOHN, Chatteris, Miller Peterborough Pet April 22 Ord May 6  
 YARMAN, EDMUND, and ROBERT YARMAN, Themelthorpe, Farmers Norwich Pet May 8 Ord May 8  
 YOUNG, ALFRED HENRY, Battersea pk rd, Schoolmaster Wandsworth Pet May 7 Ord May 7

The following amended notice is substituted for that published in the London Gazette of April 12 :—  
 MAERWALD, OSWOLD BRUCE, Acton, Surgeon Brentford Pet March 23 Ord April 9



The following amended notice is substituted for that published in the London Gazette of May 3:—

ALSTON, JAMES BROWN, JOHN HAMILTON HAMILTON, and THORNTON ARTHUR WILLIAMS, Merchants High Court Pet April 30 Ord April 30

## FIRST MEETINGS.

ABBOTT, JOHN, Norwich, Warehouseman May 18 at 12 Off Rec, 8, King st, Norwich  
ALLENBY, CECIL HOWARD, Wimplesham, Gent May 22 at 4 Off Rec, 8, King st, Norwich  
ALSTON, JAMES BROWN, JOHN HAMILTON HAMILTON, and THORNTON ARTHUR WILLIAMS, Bromley, Merchants  
ANDERTON, FRED WAINWRIGHT, Halifax, Veterinary Surgeon May 30 at 10 Off Rec, Townhall chmbrs, Halifax

BALL, WILLIAM, Truro, Tailor May 17 at 11.30 Off Rec, Bosconen st, Truro

BARNES, EDWARD JAMES, Burnley, Auctioneer May 23 at 3 Exchange Hotel, Nicholas st, Burnley

BENNETT, JOSEPH JOHN, Charlton Kings, Butcher May 18 at 4 County Court bldgs, Cheltenham

BESBORO, EDWARD, Nottingham, Upholsterer May 17 at 12 Off Rec, 48 Peter's Church walk, Nottingham

BURTON, CHARLES EMANUEL, Heath Town, Builder May 21 at 12 Off Rec, Wolverhampton

CHARLESWORTH, CHARLES HENRY, Sheffield, Cutler May 17 at 3.30 Off Rec, Figgree lane, Sheffield

COOK, WILLIAM, Guisborough, Hosier May 22 at 3 Off Rec, 8, Albert rd, Middlesbrough

CRUTEHEND, HENRY CHARLES BLISS, Lewes, Clerk in Holy Orders May 30 at 3.15 17, High st, Lewes

DEFT, JAMES WILSON, Crathorne, Farmer May 22 at 3 Off Rec, 8, Albert rd, Middlesbrough

DEVONSHIRE, JOHN, Northampton, Coal Merchant May 18 at 1.15 County Court bldgs, Northampton

EYTS, FREDERICK, Rushden, Beer Retailer May 18 at 12.30 County Court bldgs, Northampton

FOWLER, GEORGE, Uxbridge, Lime Merchant May 17 at 10.30 Off Rec, 13, Bedford circus, Exeter

GOODWIN, GEORGE, Pershore, Miller May 23 at 12 Off Rec, 45, Copenhamen st, Worcester

HALLORS, EDWARD, Bath, Coal Merchant May 22 at 11.30 Off Rec, Bank chmbrs, Corn st, Bristol

HALL, EDWIN, James, Nottingham, Licensed Victualler May 17 at 11 Off Rec, 38 Peter's Church walk, Nottingham

HARRISON, EDWARD, Acle, Norfolk, Carrier May 18 at 11.30 Off Rec, 8, King st, Norwich

HIMESKOWITZ, HERMAN, Whitechapel, Tailor May 22 at 11 Bankruptcy bldgs, Carey st

IBERTSON, ARTHUR, Leeds, Painter May 30 at 11 Off Rec, 23, Park row, Leeds

JOHNSON, DANIEL, Crewe, Builder May 24 at 3.30 Royal Hotel, Crewe

JONES, PHILIP, Swansea, Builder May 17 at 12 Off Rec, 31, Alexandra rd, Swansea

LETHEBY, WILLIAM, Weston super Mare, Tobaccoist May 17 at 1 Off Rec, Gloucester Bank chmbrs, Newport, Mon

LEYER, GILES, Jun, Northwich, Builder May 24 at 10.45 Royal Hotel, Crewe

LOW, JAMES CHABOT, Westbourne ter, Produce Merchant May 22 at 11 Bankruptcy bldgs, Carey st

MALROY, JOHN, Wigan, Draper May 17 at 11 16, Wood st, Bolton

MATTHEWS, RICHARD, Richmond, Yorks, Grocer May 20 at 11.30 Court House, Northampton

MILLHOUSE, JAMES, Nottingham, Musical Instrument Dealer May 18 at 12 Off Rec, 38 Peter's Church walk, Nottingham

OATES, TAYLOR, Liverpool May 21 at 2.30 Off Rec, 35, Victoria st, Liverpool

OLIVER, LITAL GEORGE, Charterhouse bldgs, Tutor May 20 at 11 Bankruptcy bldgs, Carey st

PAYNE, ALFRED, Abridge, Auctioneer May 22 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol

POPE, PHILIP CROSBY, Burnley, Electrical Engineer May 23 at 3.30 Exchange Hotel, Nicholas st, Burnley

RAB, KENDRICK CROFT, Bristol, Grocer May 22 at 12 Off Rec, Bank chmbrs, Corn st, Bristol

RICHARDS, EDWIN, Charing Cross rd, Licensed Victualler May 21 at 11 Bankruptcy bldgs, Carey st

RIDGWAY, THOMAS, Lower Mitcham, Grocer May 30 at 11.30 34, Railway app, London Bridge

ROSE, FREDERICK, Dovercourt, Mineral Water Manufacturer May 17 at 11.30 Off Rec, 35, Princes st, Ipswich

RUFFLE, FREDERICK HARDY, Lovendon, Publisher May 17 at 12 24, Railway app, London Bridge

SHEARLEY, HARRY, Redditch, Farmer May 22 at 12 Off Rec, 45, Copenhamen st, Worcester

SIDNEY, ELLER JULIA, Tonbridge, Widow May 20 at 12.30 34, Railway app, London Bridge

SMITH, ARTHUR, Sheffield, Clerk May 17 at 3 Off Rec, Figgree lane, Sheffield

SMITH, JOSEPH, and JAMES HIND, Keighley, Grocers May 30 at 3 Off Rec, 31, Manor row, Bradford

STOKES, JOHN, Pontypidd, Grocer May 30 at 3 Off Rec, Merthyr Tydfil

THOMPSON, JAMES, Matlock Bridge, Fruiterer May 17 at 12 Off Rec, 31, Manor row, Bradford

WHALLEY, OVEREND, Bradford, Woolstapler May 21 at 12 Off Rec, 31, Manor row, Bradford

WHARLES, ALFRED BEN BRICKLAND, Abingdon, Tailor May 17 at 11 Off Rec, 1, 86 Aldate's, Oxford

WILLIAMS, WILLIAM MARTIN, Rumson, Licensed Victualler May 17 at 10.45 Court house, Upper Bank st, Warrington

WREN, WILLIAM, Ware, Fish Hawker May 27 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

WRIGHT, JOHN, Chatteris, Miller May 21 at 12 Law Courts, New rd, Peterborough

## ADJUDICATIONS.

ALLEYNE, CECIL HOWARD, Wimplesham, Gent Norwich Pet March 25 Ord May 7

ANDERTON, FRED WAINWRIGHT, Halifax, Veterinary Surgeon Halifax Pet May 8 Ord May 8

BALL, WILLIAM, Truro, Tailor Truro Pet May 8 Ord May 8

BANKES, ARTHUR, Gt Woking, Farmer Chelmsford Pet May 9 Ord May 9

BLINES, EDWARD SAMUEL, and FREDERICK GEORGE CLAYTON, St John st rd, Printers High Court Pet April 27 Ord May 7

BRIGHTMAN, EMMA JANE, Middlesbrough, Draper Stockton on Tees Pet May 7 Ord May 7

CASE, JOHN, Covent gdn, Gent High Court Pet Jan 9 Ord May 7

CHARLESWORTH, CHARLES HENRY, Sheffield, Cutlery Manufacturer Sheffield Pet May 6 Ord May 6

COOK, JOSHUA, Kingston upon Hull, Ketchowner Kingston upon Hull Pet May 7 Ord May 7

COOKE, CHARLES, Warrington, Photographer Warrington Pet May 8 Ord May 8

CRAW, THOMAS, Stanton in Peak, Grocer Derby Pet May 7 Ord May 7

CRESSWELL, BACKWELL BAYDENE, Thurston, Solicitor High Court Pet March 13 Ord May 7

CULLEY, THOMAS BENJAMIN, Batlow in Furness, Railway Foreman Ulverston Pet May 6 Ord May 6

DAVEY, EMMA, Manchester, Mantle Maker Manchester Pet April 30 Ord May 6

GAMMON, JOHN, Swingsfield, Farmer Canterbury Pet May 8 Ord May 8

HAMMOND, WILLIAM, Norwich, Merchant Norwich Pet May 7 Ord May 7

HATTFIELD, WILLIAM, Bradford, Phrenologist Bradford Pet May 6 Ord May 7

HODGERS, ALBERT, Wardour st High Court Pet April 5 Ord May 7

HUDSON, ALBERT EDWARD ROSE, Torrington st, Solicitor High Court Pet March 2 Ord May 7

IBERTSON, ARTHUR, Leeds, Painter Leeds Pet May 4 Ord May 4

JAY, HARRIETT High Court Pet March 31 Ord May 7

LAWRENCE, HENRY, Hackney, Boot Manufacturer High Court Pet March 25 Ord May 7

LAWTON, HANNAH, Barnsley, Milliner Barnsley Pet May 7 Ord May 7

MALROY, JOHN, Wigan, Draper Wigan Pet May 4 Ord May 4

MCCHESNEY, DONALD D, Swansea, Draper Swansea Pet April 2 Ord May 4

MEREWELL, OSWALD SPENCER, Acton, Surgeon Brentford Pet March 23 Ord April 25

MUNDAY, WILLIAM HENRY, and SINGLETON MUNDAY, Bradford, Ironfounders Bradford Pet March 23 Ord May 6

O'SULLIVAN, TIMOTHY, Dowling, Licensed Victualler Merthyr Tydfil Pet May 8 Ord May 8

RAIT, J C, Ashford, Gent Kingston, Surrey Pet March 15 Ord May 6

ROBERTS, JOHN HENRY, Cheddle, Boot Dealer Stoke upon Trent Pet April 9 Ord May 6

ROTHER, FREDERICK HANS, Bedford sq High Court Pet March 15 Ord May 8

SIDNEY, ELLER JULIA, Tonbridge, Widow Tunbridge Wells Pet March 8 Ord May 8

TUCKER, WILLIAM THOMAS, Nelson, Giam, Builder Pontypidd Pet May 7 Ord May 7

TYDEMAN, GEORGE, Stowmarket, Watchmaker Bury St Edmunds Pet April 30 Ord May 2

WARREN, GEORGE BENNETT, Gainsborough, Pawnbroker Lincoln Pet May 6 Ord May 6

WHITEHEAD, ALFRED EDWARD, Bristol, Corset Manufacturer Bristol Pet April 15 Ord May 8

WILSON, THOMAS ULLATHORPE, Middlesbrough, Insurance Agent Stockton on Tees Pet May 8 Ord May 7

YARHAM, EDWARD, and ROBERT YARHAM, Thelthorpe, Farmers Norwich Pet May 8 Ord May 8

YOUNG, ALFRED HENRY, Battersea pk rd, Schoolmaster Wandsworth Pet May 7 Ord May 7

## ADJUDICATION ANNULLLED.

JUMEAUX, BENJAMIN, Springfield, Ambleside, Westmorland, Surgeon Kendal Adjud Oct 31, 1893 Annul April 25, 1895

London Gazette.—TUESDAY, May 14.

## RECEIVING ORDERS.

ANDERSON, ARTHUR, Sheffield, Glass Cutter Sheffield Pet May 9 Ord May 9

ANDERSON, HENRY EDWARD, Falmouth, Diver Truro Pet May 1 Ord May 11

BOLLAND, RICHARD HENRY, Tottenham Edmonton Pet April 22 Ord May 7

BOYS, EDWARD RICHARD, Leicester, Boot Manufacturer Leicester Pet May 7 Ord May 7

CARPENTER, JOHN WILLIAM, Gendhurst, Doctor Hastings Pet April 12 Ord May 11

CARSON, WILLIAM, Aspatric, Butcher Carlisle Pet May 11 Ord May 11

CATLESS, JOSEPH HART, Leicester, Baker Leicester Pet May 9 Ord May 9

CHICKMORE, JOHN JAMES, Lowestoft, Snackowner Gt Yarmouth Pet May 11 Ord May 11

DAY, ALFRED, Salford Walden, Clothier Cambridge Pet May 11 Ord May 11

DITTO, FREDERICK, Truro, Grocer Truro Pet May 11 Ord May 11

GOODMAN, CHARLES, Leamington, Baker and Confectioner Warwick Pet May 10 Ord May 10

GREENWOOD, JOHN EDWARD, Dewsbury, Builder Dewsbury Pet April 24 Ord May 4

GREGORY, JOHN CANVIE, Radstock, Engineer Frome Pet May 9 Ord May 9

HALLATT, GEORGE HENRY, Bude, Cornwall, Dairy Farmer Bude Pet May 11 Ord May 11

HARCOCK BROTHERS, Chesapeake, Printers High Court April 24 Ord May 10

HEALD, CHARLES JOHN, Brighton, Grocer High Court Pet May 7 Ord May 10

HYDE, ERNEST WILLIAM, Birmingham, Cycle Maker Birmingham Pet May 11 Ord May 11

KENNEY, JOSEPH, Leicester, Glove Trimmer Leicester Pet May 6 Ord May 8

KING, JOHN EDWARD, Cheltenham, Tailor Cheltenham Pet May 10 Ord May 10

LEWIS, ARTHUR, Howe, Surveyor Brighton Pet May 11 Ord May 11

MARSHALL, THOMAS, Bristol, Grocer Bristol Pet May 10 Ord May 10

MCKENZIE, ALEXANDER EGGO, Clapham rd, Coachbuilder High Court Pet April 17 Ord May 11

MILLWARD, JOSEPH, Ashborne, Coachbuilder Barton on Trent Pet May 1 Ord May 8

MOSELEY, WILLIAM, Eldersfield, Timber Haulier Cheltenham Pet May 8 Ord May 8

NETTLEIGHAM, WILLIAM, Greenhithe, Kent, Wheelwright Rochester Pet May 10 Ord May 10

NEWMAN, JOSEPH JAMES, Stroud, Gasfitter Gloucester Pet May 8 Ord May 8

PATCHETT, GEORGE, Morecambe, Stenographer Preston Pet May 10 Ord May 10

PERKINS, WILLIAM, Manston, St Kent, Farmer Canterbury Pet May 10 Ord May 10

PIBBY, G, Rotherhithe, Builder High Court Pet Feb 8 Ord May 11

SPENCE, JOHN HENRY, Brixton High Court Pet March 7 Ord May 9

STANLEY, JAMES WILLIAM, Lowestoft, Snackowner Gt Yarmouth Pet May 18 Ord May 10

STARK, RUSSELL, Kingston upon Hull, Hatier Kingston upon Hull Pet May 10 Ord May 10

WILSON, ARTHUR, Halifax, Brush Manufacturer Halifax Pet May 9 Ord May 9

The following amended notice is substituted for that published in the London Gazette of April 23:—  
BROWN, HENRY CHARLES, Falmouth, Hairdresser Truro Pet April 19 Ord April 19

## ORDER DISCHARGING RECEIVING ORDER AND DISMISSING PETITION.

RICHARDS, GLANTVILLE, & Co, Fenchurch st High Court Rec Ord Aug 23, 1894 Rec Ord Dischd & Petn Dismissed May 1, 1895

## FIRST MEETINGS.

BATEMAN, WALTER, Bristol, Plumber May 22 at 1 Off Rec, Bank chmbrs, Corn st, Bristol

BRADSHAW, SAMUEL, Manchester, Soldier May 22 at 3 Off Rec, 48, Peter's Church walk, Manchester

BLACK, JOSEPH, Birmingham, Wheelwright May 21 at 11 23, Colmore row, Birmingham

BOYS, EDWARD RICHARD, New Hammonds, Boot Manufacturer May 21 at 12.30 Off Rec, 1, Burridge st, Leicester

CATLESS, JOSEPH HART, Leicester, Baker May 22 at 12.30 Off Rec, 1, Burridge st, Leicester

CLARK, WILLIAM HENRY, Birmingham, Hardware Merchant May 22 at 2.30 23, Colmore row, Birmingham

CRAW, THOMAS, Stanton in Peak, Grocer May 21 at 12 Off Rec, 31, James's chmbrs, Derby

DAVEY, EMMA, Manchester, Costume Maker May 22 at 2.30 Off Rec, 48, Peter's Church walk, Manchester

DURK, WALTER G, Stamford Hill, Traveller May 22 at 3 Off Rec, 65, Temple chmbrs, Temple avenue

DURK, EDWARD, Lampart, Tea Dealer May 21 at 12.30 145, Chesapeake

GAMMON, JOHN, Swingsfield, Farmer May 21 at 9 Off Rec, 73, Castle st, Canterbury

GELDAIT, WILLIAM, Idle, Tailor May 22 at 11 Off Rec, 31, Manor row, Bradford

GITTUS, MARY, Exning May 30 at 2.30 White Hart Hotel, Newmarket

GREENWOOD, JOHN EDWARD, Dewsbury, Builder May 21 at 3 Off Rec, Bank chmbrs, Bailey

GRIFFITH, SAMUEL, Pennyryn, Farmer May 22 at 12 Railway Hotel, Bangor

HADLEY, JAMES LUKY BANTHARTON, Clapham Park May 21 at 11 Bankruptcy bldgs, Carey st

HAMMOND, WILLIAM, Norwich, Merchant May 22 at 10.15 Off Rec, 8, King st, Norwich

HARDY, WILLIAM, Stratham, Builder May 22 at 11.30 24, Railway approach, London Bridge

HATTFIELD, WILLIAM, Bradford, Phrenologist May 21 at 12 Off Rec, 31, Manor row, Bradford

HAWTHORN, A STELLA, Royal Exchange, Umbrella Maker May 21 at 12 Bankruptcy bldgs, Carey st

HELMORE, HARRIET ELIZABETH, Museum st, spinster May 21 at 12 Bankruptcy bldgs, Carey st

HOPF, ROBERT, Birmingham, Tailor May 22 at 11 23, Colmore row, Birmingham

INCHALLA, CLARK, King's Cross, Potato Saler May 22 at 2.30 Bankruptcy bldgs, Carey st

JEWELL, HENRY, Whitechapel May 21 at 2.30 Bankruptcy bldgs, Carey st

JEWELL, R, Baywater, Widow May 21 at 2.30 Bankruptcy bldgs, Carey st

JONES, LLEWELLYN, Llanllfai, Draper May 21 at 11.30 Crypt chmbrs, Chester

KENNEY, JOSEPH, Leicester, Glove Trimmer May 22 at 12.30 Off Rec, 1, Burridge st, Leicester

LITTLEWOOD, GEORGE, Balaclava Heath, Wheel Manufacturer May 22 at 11 23, Colmore row, Birmingham

LOWAN, SARA ANN, Salford, Boot Dealer May 22 at 2.30 Off Rec, 48, Peter's Church walk, Manchester

MARTIN, EDWARD DAVID, Dursley, Schoolmaster May 22 at 4.30 Clarence House, Silver st, Dursley

MCKENZIE, ALEXANDER EGGO, Clapham rd, Coachbuilder May 21 at 12 Bankruptcy bldgs, Carey st

MILLWARD, GEORGE, Oldbury, Public house Manager May 21 at 2 Law Courts, W Bromwich

MILLWARD, JOSEPH, Ashborne, Coachbuilder May 22 at 3 Off Rec, 31, James's chmbrs, Derby

MORLAND, JOHN, Liverpool, Gas Rate Collector May 22 at 3 Off Rec, 35, Victoria st, Liverpool

NETTLEIGHAM, WILLIAM, Greenhithe, Wheelwright May 22 at 11.30 Off Rec, 48, Peter's Church walk, Manchester

NEWMAN, JOSEPH JAMES, Stroud, Gas Fitter May 21 at 4 Imperial Hotel, Stroud

PAINE, CHARLES, Commercial rd, China Merchant May 22 at 12 Bankruptcy bldgs, Carey st

ROOBERG, JOSEPH KIRKPATRICK, Acton, Draper May 21 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

SATCHEL, GEORGE FREDERICK, Heston, Tea Merchant May 22 at 11 Bankruptcy bldgs, Carey st

SHEPES, DANIEL, Chester, Builder May 21 at 12 Crypt chambers, Chester  
 VIRE, ALFRED EDWIN, Bradford, Weaver May 22 at 12 Off Rec. 31, Manotrow, Bradford  
 WARREN, GEORGE RUSSET, Gainsborough, Pawnbroker May 21 at 11 Off Rec. 31, Silver st, Lincoln  
 WHITTAKER, NAPOLEON, Oldham, Stationer May 21 at 11 Off Rec. Bank chambers, Queen st, Oldham  
 WILLIAMS, JOHN, Sydenham, Cab Owner May 24 at 11.30 24, Railway app, London Bridge  
 WILSON, ARTHUR, Gerrard st, Brush Manufacturer May 23 at 11 Off Rec. Townhall chambers, Halifax  
 WOOLFE, GEORGE GABRIEL, Clissold pk, Ink Manufacturer May 23 at 12 Bankruptcy bldg, Carey st  
 WRIGHT, HENRY GRANVILLE, Parkhurst, I W, Solicitor May 23 at 2.30 Bankruptcy bldg, Carey st  
 YARBAM, EDWARD, and ROBERT YARBAM, Thelthorpe, Farmers May 25 at 12 Off Rec. 8, King st, Norwich  
 The following amended notice is substituted for that published in the London Gazette of May 7:—  
 HODGES, ALBERT, Wardour st May 15 at 12 Bankruptcy bldg, Carey st

## ADJUDICATIONS.

ARSON, ARTHUR, Sheffield, Glass Cutter Sheffield Pet May 9 Ord May 9  
 ALFORD, SYDNEY, Adelphi, Theatrical Agent High Court Pet Feb 13 Ord May 9  
 BENNETT, NICHOLAS JAMES, Burslem, Builder Hanley Pet March 29 Ord May 9  
 BOLLARD, RICHARD HENRY, Tottenham Edmonton Pet April 19 Ord May 9  
 BRADFORD, GEORGE WILLIAM, Hordham, Music Seller Brighton Pet April 4 Ord May 11  
 CAPES, CHARLES ALFRED FRANCIS, Hampstead, Auctioneer High Court Pet April 9 Ord May 9  
 CASSON, WILLIAM, Aspatia, Butcher Carlisle Pet May 11 Ord May 11  
 CAYLESS, JOSEPH HART, Leicester, Baker Leicester Pet May 9 Ord May 9  
 CRICKMORE, JOHN JAMES, Lowestoft, Smackowner Gt Yarmouth Pet May 10 Ord May 11  
 DAVY, JAMES MAYNARD, West Ham, Wharfinger High Court Pet April 5 Ord May 9  
 DAY, ALFRED, Saffron Walden, Clothier Cambridge Pet May 11 Ord May 11  
 DE BARBARA, H, Mansion House chambers High Court Pet Jan 2 Ord May 9  
 DICKSON, T M, Crosswick, Clerk in Holy Orders Norwich Pet March 23 Ord May 11  
 DITTON, FREDERICK, Truro, Grocer Truro Pet May 11 Ord May 11  
 DUKE, CHARLES, St Leonard's on Sea, Rating House Keeper Hastings Pet May 2 Ord May 10  
 DUNE, WALTER G, Stamford Hill, Traveller Edmonton Pet March 25 Ord May 9  
 FERRYBROUGH, HENRY, Longton, Butcher Stoke upon Trent Pet April 10 Ord May 9  
 GARNHAM, VINCENT CORNELIUS, Eastbourne, Medical Practitioner Eastbourne Pet April 23 Ord May 9  
 GOULDS, BROOKLEY HAWTREY, Sutton, Wharfinger High Court Pet April 5 Ord May 9  
 GREENWOOD, JOHN EDWARD, Dewsbury, Builder Dewsbury Pet April 24 Ord May 9  
 GREGORY, JOHN CLAVIER, Radstock, Engineer Frome Pet May 8 Ord May 9  
 HALLETT, GEORGE HENRY, Bude, Dairy Farmer Barnstaple Pet May 11 Ord May 11  
 HINCHELOWITZ, HERMAN, Whitechapel, Tailor High Court Pet May 2 Ord May 8  
 INGHAM, CLARK, King's Cross, Potato Salesman High Court Pet April 19 Ord May 8  
 JEWELL, HENRY, Whitechapel High Court Pet March 26 Ord May 9  
 JOHNSON, DANIEL, Crews, Builder Nantwich Pet May 3 Ord May 8  
 KENNEY, JOSEPH, Leicester, Glove Trimmer Leicester Pet May 8 Ord May 8  
 KING, JOHN EDWARD, Cheltenham, Tailor Cheltenham Pet May 10 Ord May 10  
 MARSHALL, THOMAS, Bristol, Grocer Bristol Pet May 10 Ord May 10  
 MILLWARD, JOSEPH, Ashborne, Coachbuilder Burton on Trent Pet May 1 Ord May 11  
 MONELEY, WILLIAM, Eldersfield, Timber Haulier Cheltenham Pet May 8 Ord May 8

NETTLEBOROUGH, WILLIAM, Greenhithe, Wheelwright Rochester Pet May 10 Ord May 10  
 NEWMAN, JOSEPH JAMES, Stroud, Gasfitter Gloucester Pet May 8 Ord May 8  
 OATES, TAYLOR, Liverpool, Builders' Merchant Liverpool Pet March 26 Ord May 10  
 OLIVER, LYALL GEORGE, Charterhouse bldg, Bag Manufacturer High Court Pet April 6 Ord May 8  
 PATCHETT, GEORGE, Morecambe, Stonemason Preston Pet May 10 Ord May 10  
 PERKINS, WILLIAM, Marston, Farmer Canterbury Pet May 10 Ord May 10  
 RAE, KENDERDINE COLE, Badminton, Grocer Bristol Pet May 4 Ord May 9  
 STANWELL, JAMES WILLIAM, Lowestoft, Smackmaster Gt Yarmouth Pet May 10 Ord May 10  
 STARR, RUSSELL, Kingston upon Hull, Hatter Kingston upon Hull Pet May 9 Ord May 10  
 EUGO, ALBERT, North Kensington, Linendraper High Court Pet March 30 Ord May 8  
 SUMNERS, JOHN, Notting Hill High Court Pet March 8 May 8  
 THURCHLEY, THOMAS, Knutsford Manchester Pet March 26 Ord May 9  
 THURCHLEY, WILLIAM, Knutsford Manchester Pet March 26 Ord May 9  
 WALKER, FREDERICK, Barrow in Furness, Plumber Ulverston Pet March 5 Ord April 17  
 WATSON, MARY, Newcastle on Tyne, Confectioner Newcastle on Tyne Pet March 23 Ord May 10  
 WRIGHT, JOHN, Chatteris, Miller, Peterborough Pet April 10 Ord May 8  
 WRIGHT, RICHARD CHARLES, and FREDERICK NEISH HUNTER, St John's Wood, Builders High Court Pet Feb 14 Ord May 8

## ADJUDICATION ANNULLED.

PENNEY, ARTHUR PARSONS, Rumley, Wilts, Owner of Racehorses High Court Adjud Nov 22, 1892 Annul May 11, 1895

## SALES OF ENSUING WEEK.

May 23.—Messrs. STIMSON & SONS, at the Mart, E.C., at 2 o'clock, 23 Freehold Residences and a Freehold Ground (see advertisement, this week, p. 4).  
 May 24.—Messrs. HODGSON, at their Rooms, 115, Chancery-lane, W.C., at 1 o'clock, the Law Library of the late Lord Chief Justice Coleridge (see advertisement, this week, p. 2).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

Subscription, PAYABLE IN ADVANCE, which includes Indexes, Digests, Statutes, and Postage, 52s. WEEKLY REPORTER, in wrapper, 26s.; by Post, 28s. SOLICITORS' JOURNAL, 26s. Od.; by Post, 28s. Od. Volumes bound at the office—cloth, 2s. 9d., half law calf, 5s. 6d.

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WANTED, Copies of the "Solicitors' Journal," No. 3, Vol. 38 (November 18, 1893); 6d. each will be paid for them at the Office, 27, Chancery-lane, W.C.

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THE ANNUAL GENERAL COURT will be held at the HALL OF THE INCORPORATED LAW SOCIETY, on FRIDAY, the 31st inst.

To receive from the Board of Directors a Report and Statement of Accounts for the past year.

To elect Officers for the ensuing year.

And on General Business.

The Chair to be taken at TWO o'clock precisely.

By order of the Board,

ARTHUR CARPENTER, Secretary.

Devereux-buildings, Temple, W.C.,  
 18th May, 1895.



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